

**SIGNATURE DOCUMENT FOR  
THE HEALTH AND HUMAN SERVICES COMMISSION  
CONTRACT NO. 529-16-0132-00006  
UNDER THE  
HEALTHY TEXAS WOMEN'S GRANT PROGRAM**

**I. PURPOSE**

The **Health and Human Services Commission** ("System Agency") an administrative agency within the executive department of the State of Texas and having its principal office at 4900 North Lamar Blvd., Austin, TX 78751 and **The Heidi Group** ("Grantee" or "Contractor"), having its principal office at 109 S. Harris Street, Ste. 210, Round Rock, TX 78664 (each a "Party" and collectively the "Parties") enter into the following grant contract to provide funding for the Healthy Texas Women's Program ("Contract").

**II. LEGAL AUTHORITY**

This Contract is authorized by and in compliance with the provisions of with the provisions of Chapter 531 of the Texas Government Code and Title 1 of the Texas Administrative Code, Part 15, Chapter 382, Subchapter A, §§382.1-382.29.

**III. CONTRACT PERIOD**

The Contract will be effective on July 1, 2016, or upon the signature date of the latter of the Parties to sign the Contract, whichever occurs later. The Contract shall terminate on August 31, 2017, unless it is renewed or terminated pursuant to the terms and conditions of the Contract. The System Agency reserves the option to renew the Contract for up to two additional two-year terms.

**IV. STATEMENT OF SERVICES TO BE PROVIDED**

The services to be performed under this Contract are described in: (1) the Healthy Texas Women Open Enrollment Solicitation, which is attached hereto as ATTACHMENT A and incorporated herein by this reference; (2) Contractor's revised Program Forms and revised Budget Documents; which are attached hereto as ATTACHMENTS B and C, respectively, and incorporated herein by this reference; and (3) the Contractor's Open Enrollment Application, which is attached hereto as ATTACHMENT D and incorporated herein by this reference.

In the event of a conflict, the order of precedence for these documents is as follows:

Attachment A -- Healthy Texas Women Open Enrollment Solicitation  
Attachment B -- Contractor's revised Program Forms  
Attachment C -- Contractor's revised Budget Documents  
Attachment D -- Contractor's Open Enrollment Application

Contractor shall provide Healthy Texas Women Program services to 50,610 Unduplicated Clients during the term of this Contract.

**V. NOT-TO-EXCEED AMOUNT AND COST REIMBURSEMENT PROCESS**

The total amount of this Contract shall not exceed \$1,649,531 for the cost reimbursement portion of the Healthy Texas Women Program as described in the revised budget documents contained in ATTACHMENT C, which is attached hereto and incorporated herein by this reference. All expenditures under the Contract must be in accordance with Attachment C. This Contract is contingent upon the continued availability of funding. If funds become unavailable during the term of this Contract, the System Agency may terminate this Contract without penalty.

This Contract will be paid on a cost reimbursement basis as described in Section 2.7 of the Healthy Texas Women Open Enrollment, ATTACHMENT A.

**VI. CONTRACT REPRESENTATIVES.**

The following will act as the Representative authorized to administer activities under this Contract on behalf of their respective Party.

**System Agency**

Health and Human Services Commission -- Women's Health Services  
Address: 1100 W. 49<sup>th</sup> Street  
Austin, TX 78756  
Attention: Camille Laosebikan  
Email: [Camille.Laosebikan@hhsc.state.tx.us](mailto:Camille.Laosebikan@hhsc.state.tx.us)  
Phone: (512)776-3561

**Grantee**

The Heidi Group  
109 S. Harris Street, Ste. 210  
Round Rock, Texas 78664  
Attention: Carol Everett, CEO  
Email: [ce@heidigroup.org](mailto:ce@heidigroup.org)  
Phone: (512)255-2088

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## **VII. LEGAL NOTICES**

Any legal notice required under this Contract shall be deemed delivered when deposited by the System Agency either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

### **System Agency**

Health and Human Services Commission  
4900 North Lamar Blvd.  
Austin, TX 78751  
Attention: HHSC Chief Counsel – Karen Ray

### **Grantee**

The Heidi Group  
109 S. Harris Street, Ste. 210  
Round Rock, Texas 78664  
Attention: Carol Everett, CEO

Notice given by Grantee will be deemed effective when received by the System Agency. Either Party may change its address for notice by written notice to the other Party.

## **VII. DISPUTE RESOLUTION**

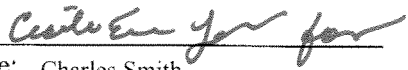
If a contract dispute arises that cannot be resolved to the satisfaction of the Parties, either Party may notify the other Party in writing of the dispute. If the Parties are unable to satisfactorily resolve the dispute within fourteen (14) days of the written notification, the Parties must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve the dispute. This provision will not apply to any matter with respect to which either Party may make a decision within its respective sole discretion.

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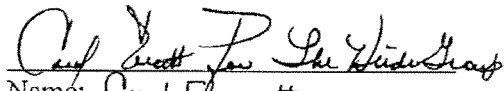
### VIII. EXECUTION OF CONTRACT

The Parties have executed this Contract in their capacities as stated below with authority to bind their organizations on the dates set forth by their signatures.

#### SYSTEM AGENCY

  
Name: Charles Smith  
Title: Executive Commissioner  
Date of execution: 7/15/16

#### GRANTEE

  
Name: Carol Everett  
Title: CEO  
Date of execution: 6-30-2016

THE FOLLOWING ATTACHMENTS ARE ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE:

ATTACHMENT A – HEALTHY TEXAS WOMEN OPEN ENROLLMENT SOLICITATION

ATTACHMENT B – CONTRACTOR'S REVISED PROGRAM FORMS

ATTACHMENT C – CONTRACTOR'S REVISED BUDGET DOCUMENTS

ATTACHMENT D – CONTRACTOR'S OPEN ENROLLMENT APPLICATION

ATTACHMENT E – UNIFORM TERMS AND CONDITIONS

ATTACHMENT F – SPECIAL CONDITIONS

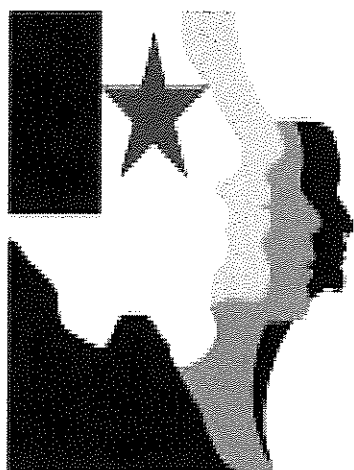
ATTACHMENT G – STATE ASSURANCES

ATTACHMENT H – FEDERAL ASSURANCES

ATTACHMENT I – DATA USE AGREEMENT



**Attachment A – Healthy Texas Women  
Open Enrollment  
Solicitation**



# TEXAS

## Health and Human Services Commission

**Chris Traylor, Executive Commissioner**

**Open Enrollment  
For  
Healthy Texas Women**

**Enrollment Number: 529-16-0132**

**Enrollment Period Opens: May 27, 2016**

**Enrollment Period Closes: July 12, 2016**

**NIGP Class/Item Code:**

- 924-16:** Laboratory Testing Services
- 918-88:** Quality Assurance Services
- 948-47:** Care Center Services, Health
- 948-48:** Drug Monitoring Services, International; Ethics & Code of conduct,  
Medical, Euthanasia; Faith Healers
- 948-55:** Laboratory Services; Non-Physician
- 948-74:** Physician Professional Services
- 952-42:** Family Planning
- 952-62:** Mental Health Services
- 952-88:** Teen Pregnancy Services

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## 1. GENERAL INFORMATION

### 1.1. Project Scope

On July 1, 2016, HHSC will consolidate the Texas Women's Health Program (TWHP) and the Expanded Primary Healthcare Program (EPHC) into the new Healthy Texas Women Program (HTW Program). The HTW Program includes both a fee-for-service component (HTW Fee-for-Service Program) and a cost reimbursement component.

In this open enrollment, the State of Texas, by and through the Texas Health and Human Services Commission (HHSC), seeks qualified entities that provide, or will provide, services through the HTW Fee-for-Service Program to enter into cost reimbursement contracts to conduct additional activities that will enhance the clinical outcomes for clients seen through the HTW Fee-for-Service Program.

NOTE: A client will have an HTW identification card.

### 1.2. Point of Contact

The Health and Human Services Commission (HHSC) Point of Contact for inquiries concerning this open enrollment until the completion of the initial application screening is:

Procurement Project Manager:	<b>Lizet Alaniz, CTPM</b>
Address:	Health and Human Services Commission 4405 North Lamar Blvd Bldg. 1, MC-2020 Austin, Texas 78756
Phone:	<b>(512) 406-406-2423</b>
Fax:	<b>(512) 406-406-2695</b>
Email Address:	<b><a href="mailto:lizet.alaniz@hhsc.state.tx.us">lizet.alaniz@hhsc.state.tx.us</a></b>

Applicant must direct all procurement communications relating to this open enrollment to the HHSC Point of Contact named above unless specifically instructed to an alternate Contact by HHSC Procurement and Contracting Services (PCS).

An alternate contact will be provided to Applicants by email upon completion of the initial screening conducted by the PCS Procurement Manager.

### 1.3. Procurement Schedule

All dates are subject to change at HHSC's discretion. Applications must be received by the HHSC Point of Contact identified in subsection 1.2. by the enrollment closing period provided in the Procurement Schedule below. Late applications will be deemed non-responsive and will not be considered.

Procurement Schedule	
Open Enrollment Period Opens	05/27/16
Open Enrollment Period Closes	5:00 PM CST

Procurement Schedule	
	07/12/2016
HUB Vendor Teleconference	9:00 AM CST 06/02/16
HHSC Post Awards to <u>Electronic State Business Daily</u> (ESBD)	As contracts are executed
Anticipated Contract Start Date	7/1/16

## 1.4. Background

- **Overview of the Health and Human Services Commission (HHSC)**

Since 1991, the Texas Health and Human Services Commission (HHSC) has overseen and coordinated the planning and delivery of health and human service programs in Texas. HHSC is established in accordance with Texas Government Code Chapter 531 and is responsible for the oversight of all Texas health and human service agencies (HHS Agencies). HHSC's chief executive officer is Chris Traylor, Executive Commissioner of Health and Human Services.

As a result of the consolidation pursuant to the 78th Texas Legislature, Regular Session (2003), House Bill 2292, some of the contracting and procurement activities for the HHS Agencies have been assigned to the Procurement and Contracting Services (PCS) Division of HHSC. As such, PCS will administer the initial stages of the procurement process, including enrollment announcement and publication, handling of communications from the applicant, as well as managing the receipt and handling of valid applications.

- **Project Overview**

In December 2014, the Sunset Commission issued the recommendation that HHSC consolidate the women's health care programs in order to improve service and efficiency for clients and providers. This included the recommendation to consolidate the existing Texas Women's Health Program (TWHP) at HHSC and the Expanded Primary Health Care (EPHC) Program at DSHS into one program and division at HHSC. On July 1, 2016, HHSC will consolidate the TWHP and EPHC into the Healthy Texas Women (HTW) Program. The HTW Program is comprised of two components, one that is within the scope of this open enrollment and one that is not.

The first component is the HTW Fee-for-Service Program, **which is not within the scope of this open enrollment.** The HTW Fee-for-Service Program is patterned after the current Texas Women's Health Program. As such, any qualified Medicaid provider in Texas, who has completed the TWHP/HTW certification process, may be reimbursed for services in accordance with the "Healthy Texas Women Program Reimbursable Procedure Codes", which are contained in Appendix A for informational purposes only. In the HTW Fee-for-Service Program, client eligibility is determined by HHSC and fee-for-service claims will be processed by the Texas Medicaid Healthcare Partnership.

Services in the HTW Fee-for-Service Program will be preventive health, medical, counseling, and educational services that assist low-income Texan women to manage their fertility and achieve optimal reproductive and general health and include, but are not limited to, the following services: pelvic examinations, contraceptive services (pregnancy prevention and birth spacing), pregnancy testing and counseling, sexually transmitted infection services, breast and cervical cancer screenings and diagnostic services, immunizations, cervical dysplasia treatment, and other preventive services.

The second component of the HTW Program, **which is within the scope of this open enrollment**, is the cost reimbursement component, which is discussed further in Section 2 of this open enrollment. The services provided under the cost reimbursement component of the HTW Program do not include direct client care services provided through the HTW Fee-for-Service Program; however, the services being procured in this open enrollment are directly related, and limited, to the clients served through the HTW Fee-for-Service Program and women that are deemed presumptively eligible for the HTW Fee-for-Service Program.

The women eligible to participate in the HTW Fee-for-Service Program include women who are:

- Age 15 ≤ 44;
- At or below 200% of the Federal Poverty Level (FPL);
- U.S. citizens/legal immigrants; and
- Not Pregnant.

Eligibility determinations are made through the Texas Integrated Eligibility Redesign System (TIERS).

## 1.5. Eligible Applicants

To be eligible to apply for a contract and receive an award through this open enrollment, Applicants must be:

- free to participate in state contracts and not be debarred by the Texas Comptroller of Public Accounts:  
[http://comptroller.texas.gov/procurement/prog/vendor\\_performance/debarred/](http://comptroller.texas.gov/procurement/prog/vendor_performance/debarred/)
- free to participate in federal contracts with the System of Award Management (SAM). Applicant is ineligible to apply for funds under this OE if currently debarred, suspended, or otherwise excluded or ineligible for participation in Federal or State assistance programs. Search the federal excluded list at the following website:  
<https://www.sam.gov/portal/public/SAM>;
- determined to be "Active" by the Texas Comptroller of Public Accounts:  
<http://www.cpa.state.tx.us/taxinfo/coasintr.html>;
- located in Texas and have a Texas business address; and
- a current Texas Women's Health Program provider or be eligible to provide Texas Women's Health Program services or be an Applicant that:

- a. does not perform or Promote Elective Abortions;
- b. is not an Affiliate of an entity or individual that performs or Promotes Elective Abortions;
- c. meets these requirements throughout the procurement process and throughout the term of the awarded contract; and
- d. is a Medicaid provider in accordance with Title 1, Texas Administrative Code, Part 15, Chapter 352, or must have submitted a Texas Medicaid Provider Enrollment Application.

**NOTE:** To demonstrate eligibility to respond to this open enrollment, Applicant must include the Texas Provider Identifier (TPI) and the National Provider Identifier (NPI) for each clinic site that will provide HTW Program services on Form K-1. If a clinic site does not have a TPI or NPI, the Applicant must provide the date the Texas Medicaid Provider Enrollment Application was submitted on Form K-1. Applicants can learn more about the Texas Medicaid Provider Enrollment process by referring to the TMHP website.

## **1.6. Strategic Elements**

- **Contract Type and Term**

HHSC will award one or more contracts for the HTW cost reimbursement component of the HTW Program. The initial resulting contract term will be July 1, 2016 and will terminate on August 31, 2017. HHSC reserves the option to amend the term of the resulting contract for up to two additional two-year terms, or as necessary to complete the mission of the procurement.

- **Contract Elements**

The term "contract" means the contract awarded as a result of this open enrollment, which includes the signature document and all attachments thereto, HHSC's Uniform Terms and Conditions Version 2.12 (UTCs), the HHSC Special Conditions, this open enrollment, and the successful Applicants' respective proposals. The UTCs are contained in Appendix B and the HHSC Special Conditions are contained in Appendix C. Additionally, a contract resulting from this open enrollment will be subject to HHSC's Data Use Agreement (DUA), which will be incorporated into the contract.

HHSC reserves the right to negotiate additional contract terms and conditions. Applicants are responsible for reviewing the UTCs and HHSC Special Conditions and noting any exceptions on the Applicant Information and Disclosures form.

## **1.7. External Factors**

External factors may affect the project, including budgetary and resource constraints. Any contract resulting from the open enrollment is subject to the availability of state. As of the issuance of this open enrollment, HHSC anticipates that budgeted funds will be available to reasonably fulfill the project requirements. If, however, funds are not available, HHSC



reserves the right to withdraw the open enrollment or terminate the resulting contract without penalty.

## **1.8. Legal and Regulatory Constraints**

### **1.8.1 Delegation of Authority**

State and federal laws generally limit HHSC's ability to delegate certain decisions and functions to a contractor, including but not limited to: (1) policy-making authority; and (2) final decision-making authority on the acceptance or rejection of contracted services.

### **1.8.2 Conflicts of Interest**

A conflict of interest is a set of facts or circumstances in which either an Applicant or anyone acting on its behalf in connection with this procurement has past, present or currently planned personal, professional or financial interests or obligations that, in HHSC's determination, would actually or apparently conflict or interfere with the Applicant's contractual obligations to HHSC. A conflict of interest would include circumstances in which a party's personal, professional or financial interests or obligations may directly or indirectly:

- make it difficult or impossible to fulfill its contractual obligations to HHSC in a manner that is consistent with the best interests of the State of Texas;
- impair, diminish or interfere with that party's ability to render impartial or objective assistance or advice to HHSC; or
- provide the party with an unfair competitive advantage in future HHSC procurements.

Neither the Applicant nor any other person or entity acting on its behalf, including but not limited to subcontractors, employees, agents and representatives, may have a conflict of interest with respect to this procurement. Before submitting a proposal, Applicants should carefully review the UTC's and HHSC Special Conditions for additional information concerning conflicts of interests.

An Applicant must certify that it does not have personal or business interests that present a conflict of interest with respect to the open enrollment and resulting contract (see Required Certifications Form). Additionally, if applicable, the Applicant must disclose all potential conflicts of interest. The Applicant must describe the measures it will take to ensure that there will be no actual conflict of interest and that its fairness, independence and objectivity will be maintained (see the Respondent Information and Disclosure Form). HHSC will determine to what extent, if any, a potential conflict of interest can be mitigated and managed during the term of the contract. **Failure to identify potential conflicts of interest may result in HHSC's disqualification of a proposal or termination of the contract.**

### **1.8.3 Former Employees of a State Agency**

Applicants must comply with Texas laws and regulations relating to the hiring of former state employees (see e.g., Texas Government Code [§572.054](#)). Such “revolving door” provisions generally restrict former agency heads from communicating with or appearing before the agency on certain matters for two years after leaving the agency. The revolving door provisions also restrict some former employees from representing clients on matters that the employee participated in during state service or matters that were in the employees’ official responsibility.

As a result of such laws and regulations, an Applicant must certify that it has complied with all applicable laws and regulations regarding former state employees (see the Required Certifications form). Furthermore, an Applicant must disclose any relevant past state employment of the Applicant’s or its subcontractors’ employees and agents in the Respondent Information and Disclosure form.

### **1.8.4 Interpretive Conventions**

Whenever the terms “shall,” “must,” or “is required” are used in this open enrollment in conjunction with a specification or performance requirement, the specification or requirement is mandatory.

Whenever the terms “can,” “may,” or “should” are used in this open enrollment in conjunction with a specification or performance requirement, the specification or performance requirement is a desirable, but not mandatory, requirement.

## **1.9. HHSC Amendments and Announcements Regarding this Open Enrollment**

HHSC will post all official communication regarding this open enrollment to the Electronic State Business Daily (ESBD). HHSC reserves the right to revise the open enrollment at any time. Any changes, amendments, or clarifications will be made in the form of written responses to Applicant questions, amendments, or addenda issued by HHSC on the ESBD. Applicants should check the website frequently for notice of matters affecting the open enrollment. To access the website, go to the [ESBD search](#) page and enter a search for this procurement.

## **1.10. Amendments and Announcements Regarding this Open Enrollment**

HHSC will post all official communication regarding this open enrollment on the [Electronic State Business Daily](#) (ESBD). HHSC reserves the right to revise the open enrollment at any time and to make unilateral amendments to correct grammar, organization and clerical errors. It is the responsibility of each Applicant to comply with any changes, amendments, or clarifications posted to the [ESBD](#). Applicant must check the [ESBD](#) frequently for changes and notices of matters affecting this open enrollment.

Applicant's failure to periodically check the ESBD will in no way release the Applicant from "addenda or additional information" resulting in additional costs to meet the requirements of the open enrollment.

All questions and comments regarding this open enrollment must be sent to the HHSC Point of Contact identified in subsection 1.2. Questions must reference the appropriate page and section number. HHSC's will post subsequent answers to questions to the ESBD as appropriate. HHSC reserves the right to amend answers prior to the open enrollment closing date.

Applicants should notify HHSC of any ambiguity, conflict, discrepancy, omission or other error in the open enrollment.

### **1.11. Delivery of Notices**

Any notice required or permitted under this announcement by one party to the other party must be in writing and correspond with the contact information noted in subsection 1.2. of this open enrollment. At all times, Applicant will maintain and monitor at least one active email address for the receipt of Application-related communications from HHSC. It is the Applicant's responsibility to monitor this email address for Application-related information.

**The remainder of this page is intentionally left blank.**

## **2. SCOPE OF WORK**

### **2.1. Project Scope**

Activities under contracts resulting from this open enrollment must be directly related to support services that enhance services provided by an Applicant to a client under the HTW Fee-for-Service Program. Support services include, but are not limited to:

- (1) Assisting eligible women with enrollment into the HTW Fee-for-Service Program;
- (2) Direct clinical care for women deemed presumptively eligible for the HTW Fee-for-Service Program;
- (3) Staff development and training related to HTW Fee-for-Service Program service delivery; and
- (4) Client and community-based educational activities related to the HTW Program.

Applicants must provide the following program components in the provision of its identified support services: (1) Program Administration and Management; (2) Quality Assurance/Quality Improvement; (3) Professional Development; (4) Recruitment; and (5) Long-Acting Reversible Contraception Usage. Applicants must complete the Work Plan required on Form I and describe how it intends to meet each element of the required program components:

**NOTE:** A client will have an HTW identification number.

#### **Program Component 1 - Program Administration and Management**

Applicants must:

- A. Identify the services it proposes to provide;
- B. Identify the Priority Population to be served;
- C. Describe organizational workforce, support systems (training, research, financial and administrative systems, technical assistance and support, etc.), and other infrastructure available to achieve service delivery and policy-making activities;
- D. Include a copy of the Institutional Review Board's approval if the applicant is currently conducting research on individuals who receive services through any HHSC-funded programs; and
- E. Provide an organizational Chart;
- F. Provide job descriptions for the following key employees related to the HTW Program, i.e., Medical Director, Clinical/Program Director, eligibility and billing staff, and clinicians; and
- G. Describe how it will design, implement, and monitor the HTW Program budget in order to ensure the provision of support services to clients throughout the entirety of the contract term.

## **Program Component 2 - Quality Assurance/Quality Improvement**

Applicant must:

1. Describe internal Quality Assurance/Quality Improvement (QA/QI) management and processes utilized to monitor services. Identify staff that participate in the QA/QI process and who is responsible for ensuring QA/QI policies and procedures are updated. Applicant must include job titles and qualifications of the identified individuals; and
2. At a minimum, provide the following information:
  - a. Medical Director's involvement in the QA/QI activities;
  - b. Activities used to identify trends of needed improvement and the frequency of those activities;
  - c. Activities to ensure correction and follow-up to findings identified;
  - d. Use and frequency of client satisfaction surveys;
  - e. System used to identify, report, and monitor adverse outcomes; and
  - f. Process used to develop and monitor use of Protocols and Standing Delegation Orders, including the staff involved in the process.

## **Program Component 3 - Professional Development**

Applicant must:

- A. Describe how Applicant will ensure health care professionals provide HTW Program services competently and with sensitivity to diverse client cultures; and
- B. Identify staff, including job titles that will attend HHSC required trainings.

**NOTE:** Contractor(s) may attend HHSC-required trainings in person or participate remotely. Trainings may include, but are not limited to, webinars, conference calls, and in person trainings.

## **Program Component 4 – Recruitment**

Applicant must describe how it will ensure Outreach, In-reach, and education to the Priority Population will be accomplished in every county of the proposed target service area(s) identified in Form B.

## **Program Component 5 - Long-Acting Reversible Contraception (LARC) Usage:**

Applicant must:

- A. Describe which LARC methods will be provided at Applicant's clinic(s) and which LARC methods will be provided by referral only;
- B. Describe efforts Applicant will use to educate clients about LARC usage and efforts to increase LARC utilization rates in the Priority Population; and
- C. Describe professional development opportunities that Applicant will employ for staff related to LARC utilization and education.

For each Program Component, Applicant must propose on Form I at least one goal and corresponding objective to achieve the goal(s) including a description of the activities necessary to meet the goal. Additionally, Applicant must:

- a. Describe how it will ensure activities are reasonable, achievable, and measurable. Identify what is expected to be accomplished during the contract period.
- b. List methodologies/activities in the chronological sequence that will be used to achieve each objective;
- c. Indicate the name or position of the person primarily responsible for ensuring the completion of each activity.
- d. Define the time frame for accomplishing each objective/activity.
- e. Describe in specific terms how Applicant will evaluate each activity. For example, "client services data, pre/post assessments of educational sessions, client interviews/surveys, etc."

## **2.2. Assessment Narrative**

Applicant must perform an assessment of the community and Priority Population Applicant intends to serve. Applicant must identify the data sources, e.g. Census Data, used in completing this assessment and the date(s) the assessment(s) was conducted.

Applicant must complete the Assessment Narrative contained in Form J and provide a description of the community that will be served by the Applicant's provision of support services in the HTW Program. Applicant's assessment must provide information describing the:

- A. Geographic boundaries of the community (urban or rural, physical environment);
- B. General demographic data (age, gender, ethnicity, etc.);
- C. General socioeconomic data (per capita income, poverty levels, unemployment, occupational data, etc.);
- D. General description of community-wide health status (e.g., key morbidity/mortality statistics); and
- E. Priority Population for Applicant's project, including:
  - 1. Geographic service area (See Form B);

NOTE: For a county to be considered a part of a clinic's designated service area: (1) there must be a clinic located in the county; or (2) at least five percent (5%) of the clinic population served in the previous 12-month period must have resided in the county.

2. Characteristics of Priority Population (including demographic and socioeconomic data specific to each population);
  3. Priority Population health status (including population data related to health indicators, behavioral data, associated risk factors, and community opinion data); and
  4. Current population served (characteristics, population data, numbers of individuals currently served, types and numbers of services provided).
- F. Applicant must identify gaps in resources and potential barriers to improving health status in the community and how Applicant's support services will address these issues.

### **2.3. Clinic Site Readiness**

Applicant must complete a Clinic Site Readiness (Form K) assessment for each clinic site that will provide HTW support services funded through this open enrollment.

The Clinic Site Readiness Assessment must address the following:

- A. Appropriate signage;
- B. Space for clinical and administrative functions;
- C. Secure storage of records and medical supplies;
- D. Disposal of medical waste;
- E. CLIA certification;
- F. Accessibility;
- G. Emergency policies;
- H. Interpreter policies;
- I. Compliance with ADA; and
- J. Financial management systems.

Applicant must also provide the requisite "Clinic Site Information" and "Clinic Hours and Services" information contained on Form K-1 for each clinic that will provide HTW services funded through this open enrollment.

## **2.4. Staff Development Plan**

Applicant must conduct staff development activities to ensure staff has the knowledge, skills and abilities to provide HTW services and meet the required Program Components. Applicant must provide a comprehensive Staff Development Plan (see Form L), that addresses the following:

- A. Identification of personnel responsible for coordinating staff development activities including job titles and qualifications for each person identified;
- B. Identification of specific training for eligibility and billing staff;
- C. A description of how training needs assessments are conducted and how staff training activities are tied to quality management review findings; and
- D. A description of procedures and documentation for staff annual performance review. Applicant must specify how the staff development plan incorporates review outcomes to further develop knowledge, skills, and abilities to provide HTW services.

Applicant must also develop a "Staff Development Training Calendar" in accordance with the following requirements (see Form L-1 ):

- A. Training twice a year on current LARC practice guidelines. However, if specific LARC methods are provided through referral only, Applicant must include this information in the Staff Development Plan and Applicant will be exempted from this training requirement for that specific LARC method;
- B. At least one training for frontline staff on HTW Program objectives, program eligibility, and HTW services to ensure clear communication to clients and presumptively eligible clients on Women's Health Services and Family Planning Services offered through the HTW Program; and
- C. Training twice a year to staff on HTW eligibility screening and HTW Program application procedures.

## **2.5. Community Education/Program Promotion Plan**

Applicant must develop and implement an annual plan (Form M) to provide community education and program promotion to:

- A. Inform the public of its purpose and services;
- B. Enhance community understanding of its objectives;
- C. Disseminate basic Women's Health Services and Family Planning Services education including the benefits of LARC;
- D. Enlist community support; and
- E. Recruit potential clients for the HTW Program.



The plan must be based on an assessment of the needs of the community required in subsection 2.2, above.

The Community Education/Program Promotion Plan must be comprehensive and it must describe each of the following topics:

1. Applicant's HTW Program promotion/education/Outreach plan for the contract period; and
2. Applicant's community education/HTW Program promotion collaborative efforts carried out in conjunction with other health care providers or social service agencies in its service area. Applicant must include a description of the Outreach plan detailing media releases and Outreach strategies for marketing the Applicant to the community.

Applicant must provide a calendar of its community education/HTW Program promotion for the contract period. The calendar must include information regarding topics, presentation-dates, locations, and presenters.

## **2.6. Reporting Requirements**

Contractors must adhere to the following reporting requirements to ensure contract obligations have been met. The reports will assist HHSC with tracking progress towards objectives; evaluating and validating performance; ensuring adherence to policy; and ensuring availability and access to services.

HHSC may review, approve, or require modifications to the reporting requirements at its discretion. The agreed upon format will be determined prior to submission of the required report. Contractors will be provided with reporting templates post-award.

Applicant must develop goals and objectives as required in Form I, "Work Plan." Selected contractors will be required to report on whether they attained the goals and objectives they identified on Form I on an annual basis.

Program Component	Reporting Period	Reporting Due Date
1. Program Administration and Management Update	Annually	On or before September 30, 2017.
2. Quality Assurance/Quality Improvement	Annually	On or before September 30, 2017.
3. Professional Development	Annually	On or before September 30, 2017.
4. Recruitment	Annually	On or before September 30, 2017.
5. Long-Acting Reversible Contraception (LARC) Usage	Annually	On or before September 30, 2017.

Contractors will be required to report on Staff Development activities included in the Staff Development calendar on an annual basis. The information contained in these reports must,

at a minimum, include: topic, presenter (including credentials if applicable), dates, location, and the number of attendees.

Staff Development	Reporting Period	Reporting Due Date
Description of Staff Development Activities.	Annually	On or before September 30, 2017

Contractors will be required to report on community education and program promotion activities by providing a Community Education/Program Promotion calendar in accordance with requirements set forth in Form M, "Community Education/Program Promotion Plan. Selected contractors are required to report on activities included in their Community Education/HTW Program Promotion calendar on an annual basis. The information contained in these reports must, at a minimum, include: topics, presenter (including credentials if applicable), dates, location, and the number of attendees.

Community Education/Program Promotion	Reporting Period	Reporting Due Date
Description of Community Education/Program Promotion Activities.	Annually	On or before September 30, 2017

## **2.7. Budget Requirements and Monthly Cost Reimbursement Process**

### **A. Projected Budget Requirements:**

In accordance with the requirements contained in Forms F, F-1 through F-7, Applicant must develop a categorical budget, where costs may be allocated to any of the following categories the Applicant identifies during its budget development process:

1. Personnel
2. Fringe Benefits
3. Travel
4. Equipment
5. Supplies
6. Contractual
7. Other
8. Indirect Costs

**NOTE:** Indirect costs are costs incurred for a common or joint purpose benefiting more than one project or cost objective of Applicant's organization and not readily identified with a particular project or cost objective. Typical examples of Indirect Costs may include general administration and general expenses, such as salaries and expenses of executive officers; personnel administration and accounting; depreciation or use allowances on buildings and equipment; and costs of operating and maintaining facilities.

The Applicant must base the budget and funding request on the Scope of Work.

Applicant must separately identify value-added benefits, cost-savings and cost-avoidance methods and measures, and the effect of such methods on the budget, requested funding, and Scope of Work.

#### B. Monthly Cost Reimbursement Process

HTW contractors will seek reimbursement for project costs by submitting monthly vouchers for expenses outlined in a categorical budget approved by HHSC as required for the cost reimbursement portion of the HTW Program.

HTW funds will be disbursed to contractors through a voucher system as expenses are incurred during the contract term.

Reimbursement must be requested by using a purchase voucher and providing supporting documentation. Vouchers and supporting documentation must be submitted monthly, within 30 days following the end of the month in which the costs were incurred.

Program income from the HTW Fee-for-Service Program claims payment must be expended before HTW cost reimbursement funds are requested through the voucher process. Contractors will be required to submit monthly vouchers even if program income equals or exceeds program expenses. When program expenses exceed program income, the monthly voucher will result in a payment up to the not-to-exceed amount of the contract.

### 2.8. Funding Request and Clients Served

On (Form H), an Applicant must estimate the projected amount of cost reimbursement funding needed, which must be based on the total cost of providing support services and conducting activities that enhance the clinical outcomes of HTW Fee-for-Service Program clients. Applicant must estimate the number of Unduplicated Clients that will be served during the term of the contract.

**NOTE:** Contractors who, at the time of contract commencement, are not yet enrolled as Texas Medicaid Providers for the HTW Program will be allowed to provide support services for clients and women deemed presumptively eligible for participation in the HTW Program. The services may only be provided in clinics that are assessed to be ready on Form K. All direct clinical services provided that qualify for payment under the HTW Fee-for-Service Program must, upon enrollment as a Texas Medicaid Provider, be charged to the HTW Fee-for-Service portion of the HTW Program prior to a contractor seeking reimbursement under the contract resulting from this procurement. In the event those services are not paid under the HTW Fee-for-Service portion of the HTW Program, a contractor may then submit those costs for reimbursement under the contract resulting from this procurement.

## **2.9. Service Delivery Area(s)**

The geographic area to be served is statewide consisting of HHSC's Regions 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, and 11.

## **2.10. Goals and Performance Measures**

Applicant must develop goals and objectives as required in Form I, "Work Plan." Contractors will be required to report on whether they attained the goals and objectives they identified on Form I on an annual basis (See subsection 2.6. of this open enrollment).

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### 3. HISTORICAL UTILIZATION

#### 3.1. Historical Utilization

- The table below is an estimate of the number of women at or below 200% of the Federal Poverty Level (FPL). It provides a rough estimate of the need for services statewide. For county level data, see Appendix E.

Region	Women Eligible for Family Planning Services	
	Number	Percent
Texas, all Regions	4,798,259	100%
Region 1	159,586	3.3%
Region 2	96,222	2.0%
Region 3	1,179,889	24.6%
Region 4	203,866	4.2%
Region 5	141,350	2.9%
Region 6	1,111,372	23.2%
Region 7	523,803	10.9%
Region 8	500,004	10.4%
Region 9	98,785	2.1%
Region 10	209,231	4.4%
Region 11	574,151	12.0%

#### 3.2. Method of Allocation

Total funding available under this solicitation is \$18,000,000.

Funding award decisions will be based on available funds, a regional assessment of women at or below 200 percent of the Federal Poverty Level (FPL), Applicant readiness, and proposed number of Clients to be served by the Applicant. HHSC will give Applicants that provide services in the identified underserved counties, priority in funding determinations. The underserved counties include: Bell, Cameron, Comal, Hays, Hidalgo, Hill, Lubbock, McLennan, Potter, Randall, Starr, Travis, Webb, Williamson, and Zapata.

Region	HTW Funding
Texas, all Regions	\$18,000,000
Region 1	\$598,665
Region 2	\$3,60,963
Region 3	\$4,426,189
Region 4	\$764,775
Region 5	\$530,255
Region 6	\$4,169,157

Region 7	\$1,964,974
Region 8	\$1,875,695
Region 9	\$370,578
Region 10	\$784,901
Region 11	\$2,153,847

**NOTE:** During the term of the contract(s) awarded as a result of this open enrollment, HHSC reserves the right to distribute or redistribute funds in any manner HHSC deems necessary.

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## **4. HISTORICALLY UNDERUTILIZED BUSINESSES (HUB)**

It is the policy of the Health and Human Services' (HHS) HUB Program Office to include the HUB Subcontracting Plan (HSP), when subcontracting opportunities are probable and a contract has an expected value of \$100,000 or more over and the HSP is applicable for the life of the contract including any subsequent amendments and renewals related to the original HSP.

In addition to, and in accordance with, Texas Administrative Code Title 34, Part 1, Chapter 20, Subchapter B, Rule §20.14, when the contractor is selected and decides to subcontract any part of the contract after the award, as a provision of the contract, the contractor must comply with the HSP provisions relating to developing and submitting a revised HSP before any modifications or performance in the awarded contract involving subcontracting can be authorized by the state agency.

HHSC has determined that subcontracting opportunities are probable for this Application. As a result, the Applicant must submit an HSP with its Application. The HSP is required whether an Applicant intends to subcontract or not.

In accordance with Texas Government Code §2161.252, an Application that does not contain a HUB Subcontracting Plan (HSP) is non-responsive and will be rejected without further review. In addition, **if HHSC determines that the HSP was not developed in good faith, it will reject the Application for failing to comply with material Application specifications.**

### **4.1. Introduction**

**The sole point of contact for HUB inquires:**

**Texas Health and Human Services Commission  
John Wesley Smith, HUB Coordinator  
Phone: (512) 406-2536  
E-mail: [John.Wesley.Smith@hhsc.state.tx.us](mailto:John.Wesley.Smith@hhsc.state.tx.us)**

HHSC is committed to promoting full and equal business opportunities for businesses in state contracting in accordance with the goals specified in the State of Texas Disparity Study. HHSC encourages the use of Historically Underutilized Businesses (HUBs) through race, ethnic and gender-neutral means. HHSC has adopted administrative rules relating to HUBs and a Policy on the Utilization of HUBs which is located on HHSC's website. Pursuant to Texas Government Code §2161.181 and §2161.182 and HHSC's HUB policy and rules, HHSC is required to make a good faith effort to increase HUB participation in its contracts. HHSC may accomplish the goal of increased HUB participation by contracting directly with HUBs or indirectly through subcontracting opportunities.

## 4.2. HHSC's Administrative Rules

HHSC has adopted the Comptroller of Public Accounts' (CPA) HUB rules as its own. HHSC's rules are located in the Texas Administrative Code Title 1, Part 15, Chapter 391, Subchapter G and the CPA rules are located in Texas Administrative Code Title 34, Part 1, Chapter 20, Subchapter B. If there are any discrepancies between HHSC's administrative rules and this open enrollment, the rules shall take priority.

## 4.3. Statewide Annual HUB Utilization Goal

The CPA has established **statewide annual HUB utilization goals** for different categories of contracts in Texas Administrative Code Title 34, Part 1, Chapter 20, Subchapter B, §20.13 of the HUB rules. In order to meet or exceed the **statewide annual HUB utilization goals**, HHSC encourages Outreach to certified HUBs. Contractors shall make a good faith effort to include certified HUBs in the procurement process. This procurement is classified as an **All Other Services** procurement under the CPA rule and therefore has a **statewide annual HUB utilization goal** of **26.0%** per fiscal year.

## 4.4. Required HUB Subcontracting Plan

In the HSP, an Applicant must indicate whether it is a Texas certified HUB. Being a certified HUB does not exempt an Applicant from completing the HSP requirement.

HHSC shall review the documentation submitted by the Applicant to determine if a good faith effort has been made in accordance with open enrollment and HSP requirements. During the good faith effort determination, HHSC may, at its discretion, allow revisions necessary to clarify and enhance information submitted in the original HSP.

If HHSC determines that the Applicant's HSP was not developed in good faith, the HSP will be considered non-responsive and will be rejected as a material failure to comply with advertised specifications. The reasons for rejection shall be recorded in the procurement file.

## 4.5. CPA Centralized Master Bidders List

Applicants may search for HUB subcontractors in the CPA's Centralized Master Bidders List (CMBL) HUB Directory, which is located on the CPA's website at <http://www2.cpa.state.tx.us/cmbll/cmbllhub.html>. For this procurement, HHSC has identified the following class and item codes for potential subcontracting opportunities:

National Institute of Governmental Purchasing (NGIP) Class/Item Code(s):

- **924-16: Laboratory Testing Services**
- **918-88: Quality Assurance Services**
- **948-47: Care Center Services, Health**
- **948-48: Drug Monitoring Services, International; Ethics & Code of conduct, Medical, Euthanasia; Faith Healers**
- **948-55: Laboratory Services; Non-Physician**
- **948-74: Physician Professional Services**



- **952-62: Mental Health Services**
- **952-88: Teen Pregnancy Services**
- **952-42: Family Planning**

Applicants are not required to use, nor are they limited to using, the class and item codes identified above, and may identify other areas for subcontracting. However, the NIGP class/item codes are preferred with all Applications.

HHSC does not endorse, recommend nor attest to the capabilities of any company or individual listed on the CPA's CMBL. The list of certified HUBs is subject to change, so Applicants are encouraged to refer to the CMBL often to find the most current listing of HUBs.

#### **4.6. HUB Subcontracting Procedures – If an Applicant Intends to Subcontract**

An HSP must demonstrate that the Applicant made a good faith effort to comply with HHSC's HUB policies and procedures. The following subparts outline the items that HHSC will review in determining whether an HSP meets the good faith effort standard. An Applicant that intends to subcontract must complete the HSP to document its good faith efforts.

- Identify Subcontracting Areas and Divide Them into Reasonable Lots

An Applicant should first identify each area of the contract work it intends to subcontract. Then, to maximize HUB participation, it should divide the contract work into reasonable lots or portions, to the extent consistent with prudent industry practices.

- Notify Potential HUB Subcontractors

The HSP must demonstrate that the Applicant made a good faith effort to subcontract with HUBs. The Applicant's good faith efforts shall be shown through utilization of all methods in conformance with the development and submission of the HSP and by complying with the following steps:

Divide the contract work into reasonable lots or portions to the extent consistent with prudent industry practices. The Applicant must determine which portions of work, including goods and services, will be subcontracted.

Select the appropriate method(s) to demonstrate good faith effort. The Applicant can use either method(s) 1, 2, 3, 4 or 5:

##### **A. Method 1: Applicant Intends to Subcontract with only HUBs:**

The Applicant must identify in the HSP the HUBs that will be utilized and submit written documentation that confirms 100% of all available subcontracting opportunities will be performed by one or more HUBs; or

**B. Method 2: Applicant Intends to Subcontract with HUB Protégé(s):**

The Applicant must identify in the HSP the HUB Protégé(s) that will be utilized and should:

- Include a fully executed copy of the Mentor Protégé Agreement, which must be registered with the CPA prior to submission to HHSC; and
- Identify areas of the HSP that will be performed by the Protégé.

HHSC will accept a Mentor Protégé Agreement that has been entered into by an Applicant (Mentor) and a certified HUB (Protégé) in accordance with Texas Government Code §2161.065. When an Applicant intends to subcontract with a Protégé(s), it does not need to provide notice to three (3) HUB vendors for that subcontracted area.

Participation in the Mentor Protégé Program, along with the submission of a Protégé as a subcontractor in an HSP, constitutes a good faith effort for the particular area subcontracted to the protégé; or

**C. Method 3: Applicant Intends to Subcontract with HUBs and Non-HUBs (Meet or Exceed the Goal):**

The Applicant must identify in the HSP and submit written documentation that one or more HUB subcontractors will be utilized and that the aggregate expected percentage of subcontracts with HUBs will meet or exceed the goal specified in this open enrollment. When utilizing this method, only HUB subcontractors that have existing contracts with the Applicant for five years or less may be used to comply with the good faith effort requirements.

When the aggregate expected percentage of subcontracts with HUBs meets or exceeds the goal specified in this open enrollment, Applicants may also use non-HUB subcontractors; or

**D. Method 4: Applicant Intends to Subcontract with HUBs and Non-HUBs (Does Not Meet or Exceed the Goal):**

The Applicant must identify in the HSP and submit documentation regarding both of the following requirements:

Written notification to trade organizations and/or development centers to assist in identifying potential HUBs of the subcontracting opportunities the Applicant intends to subcontract. Applicants must give trade organizations and/or development centers at least seven (7) working days prior to submission of the Applicant's Application for dissemination of the subcontracting opportunities to their members. A list of trade organizations and/or development centers is located on CPA's website under the Minority and Women Organization Links.

- Written notification to at least three (3) HUB businesses of the subcontracting opportunities that the Applicant intends to subcontract. The written notice must be sent to potential HUB subcontractors prior to submitting Applications and must include:

- a description of the scope of work to be subcontracted;
  - information regarding the location to review project plans or specifications;
  - information about bonding and insurance requirements;
  - required qualifications and other contract requirements; and
  - a description of how the subcontractor can contact the Applicant.
- Applicants must give potential HUB subcontractors a reasonable amount of time to respond to the notice, at least seven (7) working days prior to submission of the Applicant's Application unless circumstances require a different time period, which is determined by the agency and documented in the contract file.
- Applicants must also use the CMBL, the HUB Directory, and Internet resources when searching for HUB subcontractors. Applicants may rely on the services of contractor groups, local, state and federal business assistance offices, and other organizations that provide assistance in identifying qualified applicants for the HUB program.
- Written Justification of the Selection Process

HHSC will make a determination if a good faith effort was made by the Applicant in the development of the required HSP. One or more of the methods identified in the previous sections may be applicable to the Applicant's good faith efforts in developing and submission of the HSP. HHSC may require the Applicant to submit additional documentation explaining how the Applicant made a good faith effort in accordance with the open enrollment.

An Applicant must provide written justification of its selection process if it chooses a non-HUB subcontractor. The justification should demonstrate that the Applicant negotiated in good faith with qualified HUB bidders and did not reject qualified HUBs who were the best value applicant.

#### **4.7. Method 5: Applicant Does Not Intend to Subcontract**

When the Applicant plans to complete all contract requirements with its own equipment, supplies, materials and/or employees, it is still required to complete an HSP.

The Applicant must complete the "Self-Performance Justification" portion of the HSP, and attest that it does not intend to subcontract for any goods or services, including the class and item codes identified in Section 4.5. In addition, the Applicant must identify the sections of the Application that describe how it will complete the Scope of Work using its own resources or provide a statement explaining how it will complete the Scope of Work using its own resources. The Applicant must agree to comply with the following if requested by HHSC:

- provide evidence of sufficient Applicant staffing to meet the Application requirements;
- provide monthly payroll records showing the Applicant staff fully dedicated to the contract;
- allow HHSC to conduct an on-site review of company headquarters or work site where services are to be performed; and
- provide documentation proving employment of qualified personnel holding the necessary licenses and certificates required to perform the Scope of Work.

#### **4.8. Post-award HSP Requirements**

The HSP shall be reviewed and evaluated prior to contract award and, if accepted, the finalized HSP will become part of the contract with the successful Applicant(s).

After contract award, HHSC will coordinate a post-award meeting with the successful Applicant to discuss HSP reporting requirements. The contractor must maintain business records documenting compliance with the HSP and must submit monthly subcontract reports to HHSC by completing the HUB HSP Prime Contractor Progress Assessment. This monthly report is required as a condition for payment to report to the agency the identity and the amount paid to all subcontractors.

As a condition of award, the Contractor is required to send notification to all selected subcontractors as identified in the accepted/approved HSP. In addition, a copy of the notification must be provided to the agency's Contract Manager and/or HUB Program Office within 10 days of the contract award.

During the term of the contract, if the parties in the contract amend the contract to include a change to the scope of work or add additional funding, HHSC will evaluate to determine the probability of additional subcontracting opportunities. When applicable, the Contractor must submit an HSP change request for HHSC review. The requirements for an HSP change request will be covered in the post-award meeting.

When making a change to an HSP, the Contractor will obtain prior written approval from HHSC before making any changes to the HSP. Proposed changes must comply with the HUB Program good faith effort requirements relating to the development and submission of a HSP.

If the Contractor decides to subcontract any part of the contract after the award, it must follow the good faith effort procedures outlined in Section 4 of this open enrollment (e.g., divide work into reasonable lots, notify at least three (3) vendors per subcontracted area, provide written justification of the selection process, and/or participate in the Mentor Protégé Program).

For this reason, HHSC encourages Applicants to identify, as part of their HSP, multiple subcontractors who are able to perform the work in each area the Applicant plans to subcontract. Selecting additional subcontractors may help the selected contractor make changes to its original HSP, when needed, and will allow HHSC to approve any necessary changes expeditiously.

Failure to meet the HSP and post-award requirements will constitute a breach of contract and will be subject to remedial actions. HHSC may also report noncompliance to the CPA in accordance with the provisions of the Vendor Performance and Debarment Program.

## **5. INFORMATION AND SUBMISSION INSTRUCTIONS**

### **5.1. HUB Vendor Teleconference**

HHSC will hold a HUB vendor teleconference call on **June 2, 2016 at 9:00 A.M. (CST)** to **discuss HUB requirements and to review the HUB PowerPoint presentation posted as Package 2 on the Electronic State Business Daily (ESBD) and embedded below.** Please make a copy of the PowerPoint presentation for the teleconference call.

Teleconference information: **1-877-226-9790**, access code: **8802578#**. Vendor conference attendance is strongly recommended, but is not required.



HUB Vendor  
Conference PowerPi

### **5.2. Multiple Applications**

An Applicant may only submit one Application as a prime contractor. If an Applicant submits more than one Application, HHSC may reject one or more of the submissions. This requirement does not limit a subcontractor's ability to collaborate with one or more Applicants submitting Applications.

### **5.3. Use of Subcontractors**

Subcontractors providing services under the contract shall meet the same requirements and level of experience as required of the Applicant. No subcontract under the contract shall relieve the Applicant of the responsibility for ensuring the requested services are provided. Applicants planning to subcontract all or a portion of the work to be performed shall identify the proposed subcontractors.

### **5.4. Open Enrollment Cancellation/Partial Award/Non-Award**

At its sole discretion, HHSC may cancel this open enrollment, make partial award, or no awards.

### **5.5. Right to Reject Applications or Portions of Applications**

At its sole discretion, HHSC may reject any and all Applications or portions thereof.

### **5.6. Joint Applications**

HHSC will not consider joint or collaborative Applications that require it to contract with more than one Applicant in a single contract.

## **5.7. Withdrawal of Applications**

Applicants have the right to withdraw their Application from consideration at any time prior to contract award, by submitting a written request for withdrawal to the HHSC Point of Contact, as designated in subsection 1.2.

## **5.8. Costs Incurred**

Applicants understand that issuance of this open enrollment in no way constitutes a commitment by the HHS agency to award a contract or to pay any costs incurred by an Applicant in the preparation of an Application in response to this open enrollment. The HHS agency is not liable for any costs incurred by an Applicant prior to issuance of, or entering into a formal agreement, contract, or purchase order. Costs of developing applications, preparing for or participating in oral presentations and site visits, or any other similar expenses incurred by an Applicant are entirely the responsibility of the Applicant, and will not be reimbursed in any manner by the State of Texas.

## **5.9. Instructions for Submitting Applications**

Applicant should submit the following:

Submit one (1) original and four (4) copies of the Application. An authorized representative must sign the original in ink. In addition, one (1) electronic copy of the entire Application on a USB flash drive compatible with Microsoft Office 2013. USB flash drives must contain all sections of the open enrollment along with the other required documents. The USB drives must be organized with files that correspond to Applicant's Original bound Application. USB should contain copies of all signature documents. The electronic copy must be organized with a file format that corresponds with *Section 5.7, Format and Content*, of the open enrollment. HHSC will not accept PDF format, telephone, or facsimile Applications. Any disparities between the contents of the original printed Application and the electronic Application will be interpreted in favor of HHSC.

### **Submission**

Applicant must submit all copies of the Application to HHSC PCS Division no later than **5:00 PM (CST) on July 12, 2016**. All submissions will be date and time stamped when received by PCS. The clock in the PCS office is the official timepiece for determining compliance with the deadlines in this procurement. HHSC reserves the right to reject late submissions. It is the Applicant's responsibility to appropriately mark and deliver the Application to HHSC by the specified date.

### **Physical Address for hand delivery and overnight and commercial mail:**

Health and Human Services Commission  
Attn: Response Coordinator  
Procurement and Contracting Services Building  
1100 W. 49<sup>th</sup> St.  
Mail Code: 2020  
Austin, Texas 78756

All Applications become the property of HHSC after submission.

All Applications must be:

- A. clearly legible
- B. sequentially page-numbered and include the Applicant's name at the top of each page;
- C. organized in the sequence outlined in Section 3.8;
- D. bound in a notebook or cover;
- E. Correctly identified with the open enrollment number and submittal deadline;
- F. responsive to all Application requirements;
- G. Typed on 8 ½" by 11" paper;
- H. In Arial or Times New Roman font, size 12 for normal text, no less than size 10 for tables, graphs and appendices; and

**NOTE:** Applications may not include materials or pamphlets not specifically requested in this open enrollment.

## **5.10. Format and Content of Electronic or Paper Submission of Application**

The Application should include the Applicant's Business Plan, which contains the following sections:

Section 1 – Executive Summary

Section 2 – Completed Forms A - M-1:

- Form A: Application Table of Contents and Checklist
- Form B: Texas Counties and Regions List Served By Project
- Form C: Contact Person Information
- Form D: DELETED
- Form E: DELETED
- Form F: Budget Summary & Details
- Form G: Applicant Background
- Form H: Funding Request and Performance Measures
- Form I: Work Plan
- Form J: Assessment Narrative
- Form K: Healthy Texas Women Clinic Site Readiness
- Form K-1: Healthy Texas Women Clinic Sites
- Form L: Staff Development Plan
- Form L-1: Staff Development Training Calendar
- Form M: Community Education/Program Promotion Plan
- Form M-1: Community Education/Program Promotion Calendar

### **5.10.1 Section 1 -- Executive Summary**

In this section, condense and highlight the content of the Business Plan to provide HHSC with a broad understanding of the Applicant's approach to meeting the open enrollment's business requirements. The summary must demonstrate an understanding of HHSC's goals and objectives for this procurement.

#### **A. Financial Capacity**

Applicants are not required to submit evidence of financial capacity with their Applications. HHSC reserves the right to request such information at a later date.

#### **B. Corporate Guarantee**

If the Applicant is substantially or wholly owned by another corporate (or other) entity, HHSC reserves the right to request that such entity unconditionally guarantee performance by the Applicant in each and every term, covenant, and condition of the contract as executed by the parties.

#### **C. Bonding**

HHSC reserves the right to require the Applicant to procure one or more performance, fidelity, payment or other bond, if during the term of the contract; HHSC in its sole discretion determines that there is a business need for such requirement.

### **5.10.2 Section 2 - Completed Forms A - M-1**

Applicants that meet the Initial Compliance Screening requirements must provide the requested information for each form required in this section as it pertains to the support services and program components for the HTW Program being procured in this open enrollment prior to receiving a contract.

### **5.10.3 Section 3 - HUB Subcontracting Plan**

Submit one (1) copy of the HUB Subcontracting Plan (HSP), in accordance with the open enrollment, in a separate sealed envelope, with the Application, labeled: HUB Subcontracting Plan (HSP), and include all supporting documentation in accordance with the HSP.

**NOTE: Each individual document requested must be collated; in sequential order; labeled; and submitted as delineated above.**

### **5.10.4. Section 4 - Certifications and Other Required Forms**

Applicants must complete and sign the forms listed below prior to receiving a contract resulting from this open enrollment:

- Child Support Certification;



- Debarment, Suspension, Ineligibility, and Voluntary Exclusion of Covered Contracts;
- Required Certifications;
- Federal Lobbying Certification;
- Anti-Trust Certification;
- Respondent Information and Disclosures; and
- Information Security and Privacy Initial Inquiry (SPI)  
[http://www.hhsc.state.tx.us/about\\_hhsc/BusOpp/HHS\\_SPI.pdf](http://www.hhsc.state.tx.us/about_hhsc/BusOpp/HHS_SPI.pdf)

The required forms are also located on HHSC's website, under the HHSC Business Opportunities Webpage. The SPI can be found at:  
[http://www.hhsc.state.tx.us/about\\_hhsc/BusOpp/HHS\\_SPI.pdf](http://www.hhsc.state.tx.us/about_hhsc/BusOpp/HHS_SPI.pdf). HHSC encourages Applicants to carefully review all of these forms and submit questions regarding their completion prior to the deadline for submitting.

**The remainder of this page is intentionally left blank.**

## **6. ELIGIBILITY DETERMINATION**

### **6.1. Initial Compliance Screening**

HHSC will perform an initial screening of all Applications received.

If the Application passes the initial screening, the Applicant will be contacted for further instructions or actions.

### **6.2. Unresponsive Applications**

Unless Applicant has taken action to withdraw the Application for this open enrollment, an Application will be considered unresponsive and will not be considered further when any of the following conditions occurs:

6.2.1 The Applicant fails to meet major open enrollment specifications, including:

- A. The Applicant fails to submit the required Application by the closing of the open enrollment period provided in subsection 1.3. of this open enrollment.
- B. The Applicant is not eligible under subsection 1.5. of this open enrollment.

6.2.2 The Application is not signed.

### **6.3. Corrections to Application**

Applicants have the right to amend their Application at any time prior to an unresponsive decision or contract award decision by submitting a written amendment to the HHSC Point of Contact, as designated in subsection 1.2. HHSC may request modifications to the Application at any time.

### **6.4. Additional Information**

By submitting an Application, the Applicant grants HHSC the right to obtain information from any lawful source regarding the Applicant's, its directors', officers', and employees:

- Past business history, practices, and conduct;
- Ability to supply the goods and services; and
- Ability to comply with contract requirements.

By submitting an Application, an Applicant generally releases from liability and waives all claims against any party providing HHSC information about the Applicant. HHSC may take such information into consideration in screening or the validation of information on Applications or supporting documentation.

## 7. GLOSSARY AND ACRONYMS

TERM	DEFINITION
Affiliate	An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates a common ownership, management, control, franchise, or the granting or extension of a license or other agreement that authorizes the entity to use the other entity's brand name, trademark, service mark, or other registered identification mark.
Applicant	Any individual or entity that submits an application for enrollment pursuant to this open enrollment.
Application	An Application submitted by an Applicant in response to this open enrollment.
Department of State Health Services (DSHS)	The agency responsible for administering physical and mental health-related prevention, treatment, and regulatory programs for the State of Texas.
Elective Abortion	The intentional termination of a pregnancy by an attending physician who knows that the female is pregnant, using any means that is reasonably likely to cause the death of the fetus. The term does not include the use of any such means to terminate a pregnancy that resulted from an act of rape or incest; in a case in which a female suffers from a physical disorder, physical disability, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy, that would, as certified by a physician, place the female in danger of death or risk of substantial impairment of a major bodily function unless an abortion is performed; or in a case in which a fetus has a life-threatening physical condition that, in reasonable medical judgment, regardless of the provision of life-saving treatment, is incompatible with life outside the womb.
Expanded Primary Health Care program (EPHC)	A state-funded health care program that provides primary, preventive, and screening services to women age 18 and older, who are at or below 200 percent of the Federal Poverty Level and are unable to access the same care through other programs.

<b>TERM</b>	<b>DEFINITION</b>
Federal Poverty Level (FPL)	The set minimum amount of income that a family needs for food, clothing, transportation, shelter, and other necessities. In the United States, this level is determined by the Department of Health and Human Services. FPL varies according to household size. The number is adjusted for inflation and reported annually in the form of poverty guidelines.
Family Planning Services	Educational or comprehensive medical activities that enable individuals to determine freely the number and spacing of their children and to select the means by which this may be achieved. These services include contraceptive services, pregnancy testing and counseling, health screenings, preconception health screenings for obesity, smoking, and mental health, and sexually transmitted infection services and screenings.
Indirect Costs	Costs incurred for a common or joint purpose benefiting more than one project or cost objective of Applicant's organization and not readily identified with a particular project or cost objective. Typical examples of Indirect Costs may include general administration and general expenses such as salaries and expenses of executive officers, personnel administration and accounting; depreciation or use allowances on buildings and equipment; and costs of operating and maintaining facilities.
Health Service Region (HSR)	Counties grouped within specified geographic areas for administrative purposes.
Healthy Texas Women Program (HTW Program)	A state-funded program administered by HHSC to provide eligible Uninsured women with Women's Health Services and Family Planning Services.
Healthy Texas Women Fee-for-Service (HTW Fee-for-Service Program)	Women's Health Services and Family Planning Services provided through the HTW Program on a fee-for-service basis through the TMHP system.
In-reach	Activities that are conducted with the purpose of informing and educating women already served by an Applicant's organization about services they are not receiving, but may be eligible to receive in the HTW Program.
Medicaid	Title XIX of the Social Security Act; reimburses for health care services delivered to low-income individuals who meet eligibility guidelines.

<b>TERM</b>	<b>DEFINITION</b>
Outreach	Activities that are conducted with the purpose of informing and educating the community about available HTW Program services and increasing the number of clients served through the HTW Program.
Priority Population	The target population to be served through the HTW Program.
Promote	Advancing, advocating, or popularizing Elective Abortions.
State Fiscal Year	The twelve-month period beginning September 1st and ending August 31st.
Texas Medicaid & Healthcare Partnership (TMHP)	The Texas Medicaid Claims and Primary Care Case Management (PCCM) Administrator.
Texas Women's Health Program (TWHP)	TWHP is the current state-funded program administered by HHSC to provide eligible Uninsured women with women's health and Family Planning Services that is being replaced with the HTW Program.
Unduplicated Client	An HTW Fee-for-Service Program client who is counted only one time during a State Fiscal Year, regardless of the number of visits, encounters, or services they receive in the HTW Program (e.g., one client seen four times during the State Fiscal Year is counted as one Unduplicated Client).
Uninsured	Not having medical insurance or not enrolled in a medical assistance program, such as Medicaid.
Women's Health Services	Preventative health services that are beneficial to a woman's reproductive health including, but not limited to, vaccines and immunizations, breast cancer screening, cervical cancer screening and treatment, and gynecological services including cancer screening or repair of abnormalities.

<b>PROGRAMMATIC ACRONYMS</b>	
EPHC	Expanded Primary Health Care
FFS	Fee for Service
FPL	Federal Poverty Level
HSR	Health Service Region
HTW	Healthy Texas Women
PCCM	Primary Care Case Management
QA	Quality Assurance
QI	Quality Improvement
TMHP	Texas Medicaid & Healthcare Partnership
TWHP	Texas Women's Health Program

**The remainder of this page is intentionally left blank.**

# **PROGRAM FORMS**

## FORM A: APPLICATION TABLE OF CONTENTS AND CHECKLIST

Legal Business Name  
of Applicant: \_\_\_\_\_

This form is provided as your Table of Contents and to ensure the Application is complete, proper signatures are included, and the required certifications, and attachments have been submitted. Document the page number where indicated on the checklist if Applicant is submitting a paper copy of the Application.

PROGRAM FORMS	DESCRIPTION	Included	Page #
<b>A</b>	Application Table and Contents and Checklist	<input type="checkbox"/>	
<b>B</b>	Texas Counties and Regions List Served by Project	<input type="checkbox"/>	
<b>C</b>	Contact Person Information	<input type="checkbox"/>	
<b>D</b>	DELETED	<input type="checkbox"/>	
<b>E</b>	DELETED	<input type="checkbox"/>	
<b>F</b>	Budget Summary and Details	<input type="checkbox"/>	
<b>G</b>	Applicant Background	<input type="checkbox"/>	
<b>H</b>	Funding Request and Performance Measures	<input type="checkbox"/>	
<b>I</b>	Work Plan	<input type="checkbox"/>	
<b>J</b>	Assessment Narrative	<input type="checkbox"/>	
<b>K</b>	Healthy Texas Women Clinic Site Readiness	<input type="checkbox"/>	
<b>K-1</b>	Healthy Texas Women Clinic Sites	<input type="checkbox"/>	
	*Include submission date for Medicaid application if Applicant is in the process of enrolling in Medicaid	<input type="checkbox"/>	
<b>L</b>	Staff Development Plan	<input type="checkbox"/>	
<b>L-1</b>	Staff Development Training Calendar	<input type="checkbox"/>	
<b>M</b>	Community Education/Program Promotion Plan	<input type="checkbox"/>	
<b>M-1</b>	Community Education/Program Promotion Calendar"	<input type="checkbox"/>	
	Contracting Forms: <u>HHSC Business Opportunities Webpage</u> <ul style="list-style-type: none"> <li>• <u>Child Support Certification;</u></li> <li>• <u>Debarment, Suspension, Ineligibility, and Voluntary Exclusion of Covered Contracts;</u></li> <li>• <u>Required Certifications;</u></li> <li>• <u>Federal Lobbying Certification;</u></li> <li>• <u>Anti-Trust Certification;</u></li> <li>• <u>Respondent Information and Disclosures; and</u></li> <li>• <u>Information Security and Privacy Initial Inquiry (SPI)</u></li> </ul> <u><a href="http://www.hhsc.state.tx.us/about_hhsc/BusOpp/HHS_SPI.pdf">http://www.hhsc.state.tx.us/about_hhsc/BusOpp/HHS_SPI.pdf</a></u>	<input type="checkbox"/>	



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REQUIRED FORM	DESCRIPTION	Included	Page #
1	HUB Subcontracting Plan (HSP) HUB Subcontracting Plan (HSP)	<input type="checkbox"/>	

## FORM B: TEXAS COUNTIES AND REGIONS LIST SERVED BY PROJECT

Applicant must identify the counties in which it intends to provide the services required under this open enrollment by placing a check-mark or an X in the respective county(ies) box(es).

Counties	<input type="checkbox"/>	R	Counties	<input type="checkbox"/>	R	Counties	<input type="checkbox"/>	R	Counties	<input type="checkbox"/>	R	Counties	<input type="checkbox"/>	R
<b>-A-</b>			Crosby	<input type="checkbox"/>	01	Hays	<input type="checkbox"/>	07	Martin	<input type="checkbox"/>	09	Schleicher	<input type="checkbox"/>	09
Anderson	<input type="checkbox"/>	04	Culberson	<input type="checkbox"/>	10	Hemphill	<input type="checkbox"/>	01	Mason	<input type="checkbox"/>	09	Scurry	<input type="checkbox"/>	02
Andrews	<input type="checkbox"/>	09	<b>-D-</b>			Henderson	<input type="checkbox"/>	04	Matagorda	<input type="checkbox"/>	06	Shackelford	<input type="checkbox"/>	02
Angelina	<input type="checkbox"/>	05	Dallam	<input type="checkbox"/>	01	Hidalgo	<input type="checkbox"/>	11	Maverick	<input type="checkbox"/>	08	Shelby	<input type="checkbox"/>	05
Aransas	<input type="checkbox"/>	11	Dallas	<input type="checkbox"/>	03	Hill	<input type="checkbox"/>	07	McCulloch	<input type="checkbox"/>	09	Sherman	<input type="checkbox"/>	01
Archer	<input type="checkbox"/>	02	Dawson	<input type="checkbox"/>	09	Hockley	<input type="checkbox"/>	01	McLennan	<input type="checkbox"/>	07	Smith	<input type="checkbox"/>	04
Armstrong	<input type="checkbox"/>	01	Deaf Smith	<input type="checkbox"/>	01	Hood	<input type="checkbox"/>	03	McMullen	<input type="checkbox"/>	11	Somervell	<input type="checkbox"/>	03
Atascosa	<input type="checkbox"/>	08	Delta	<input type="checkbox"/>	04	Hopkins	<input type="checkbox"/>	04	Medina	<input type="checkbox"/>	08	Starr	<input type="checkbox"/>	11
Austin	<input type="checkbox"/>	06	Denton	<input type="checkbox"/>	03	Houston	<input type="checkbox"/>	05	Menard	<input type="checkbox"/>	09	Stephens	<input type="checkbox"/>	02
<b>-B-</b>			DeWitt	<input type="checkbox"/>	08	Howard	<input type="checkbox"/>	09	Midland	<input type="checkbox"/>	09	Sterling	<input type="checkbox"/>	09
Bailey	<input type="checkbox"/>	01	Dickens	<input type="checkbox"/>	01	Hudspeth	<input type="checkbox"/>	10	Milam	<input type="checkbox"/>	07	Stonewall	<input type="checkbox"/>	02
Bandera	<input type="checkbox"/>	08	Dimmit	<input type="checkbox"/>	08	Hunt	<input type="checkbox"/>	03	Mills	<input type="checkbox"/>	07	Sutton	<input type="checkbox"/>	09
Bastrop	<input type="checkbox"/>	07	Donley	<input type="checkbox"/>	01	Hutchinson	<input type="checkbox"/>	01	Mitchell	<input type="checkbox"/>	02	Swisher	<input type="checkbox"/>	01
Baylor	<input type="checkbox"/>	02	Duval	<input type="checkbox"/>	11	<b>-I-</b>			Montague	<input type="checkbox"/>	02	<b>-T-</b>		
Bee	<input type="checkbox"/>	11	<b>-E-</b>			Irion	<input type="checkbox"/>	09	Montgomery	<input type="checkbox"/>	06	Tarrant	<input type="checkbox"/>	03
Bell	<input type="checkbox"/>	07	Eastland	<input type="checkbox"/>	02	<b>-J-</b>			Moore	<input type="checkbox"/>	01	Taylor	<input type="checkbox"/>	02
Bexar	<input type="checkbox"/>	08	Ector	<input type="checkbox"/>	09	Jack	<input type="checkbox"/>	02	Morris	<input type="checkbox"/>	04	Terrell	<input type="checkbox"/>	09
Blanco	<input type="checkbox"/>	07	Edwards	<input type="checkbox"/>	08	Jackson	<input type="checkbox"/>	08	Motley	<input type="checkbox"/>	01	Terry	<input type="checkbox"/>	01
Borden	<input type="checkbox"/>	09	Ellis	<input type="checkbox"/>	03	Jasper	<input type="checkbox"/>	05	<b>-N-</b>			Throckmorton	<input type="checkbox"/>	02
Bosque	<input type="checkbox"/>	07	El Paso	<input type="checkbox"/>	10	Jeff Davis	<input type="checkbox"/>	10	Nacogdoches	<input type="checkbox"/>	05	Titus	<input type="checkbox"/>	04
Bowie	<input type="checkbox"/>	04	Erath	<input type="checkbox"/>	03	Jefferson	<input type="checkbox"/>	05	Navarro	<input type="checkbox"/>	03	Tom Green	<input type="checkbox"/>	09
Brazoria	<input type="checkbox"/>	06	<b>-F-</b>			Jim Hogg	<input type="checkbox"/>	11	Newton	<input type="checkbox"/>	05	Travis	<input type="checkbox"/>	07
Brazos	<input type="checkbox"/>	07	Falls	<input type="checkbox"/>	07	Jim Wells	<input type="checkbox"/>	11	Nolan	<input type="checkbox"/>	02	Trinity	<input type="checkbox"/>	05
Brewster	<input type="checkbox"/>	10	Fanning	<input type="checkbox"/>	03	Johnson	<input type="checkbox"/>	03	Nueces	<input type="checkbox"/>	11	Tyler	<input type="checkbox"/>	05
Briscoe	<input type="checkbox"/>	01	Fayette	<input type="checkbox"/>	07	Jones	<input type="checkbox"/>	02	<b>-O-</b>			<b>-U-</b>		
Brooks	<input type="checkbox"/>	11	Fisher	<input type="checkbox"/>	02	<b>-K-</b>			Ochiltree	<input type="checkbox"/>	01	Upshur	<input type="checkbox"/>	04
Brown	<input type="checkbox"/>	02	Floyd	<input type="checkbox"/>	01	Karnes	<input type="checkbox"/>	08	Oldham	<input type="checkbox"/>	01	Upton	<input type="checkbox"/>	09
Burleson	<input type="checkbox"/>	07	Foard	<input type="checkbox"/>	02	Kaufman	<input type="checkbox"/>	03	Orange	<input type="checkbox"/>	05	Uvalde	<input type="checkbox"/>	08
Burnet	<input type="checkbox"/>	07	Fort Bend	<input type="checkbox"/>	06	Kendall	<input type="checkbox"/>	08	<b>-P-</b>			<b>-V-</b>		
<b>-C-</b>			Franklin	<input type="checkbox"/>	04	Kenedy	<input type="checkbox"/>	11	Palo Pinto	<input type="checkbox"/>	03	Val Verde	<input type="checkbox"/>	08
Caldwell	<input type="checkbox"/>	07	Freestone	<input type="checkbox"/>	07	Kent	<input type="checkbox"/>	02	Panola	<input type="checkbox"/>	04	Van Zandt	<input type="checkbox"/>	04
Calhoun	<input type="checkbox"/>	08	Frio	<input type="checkbox"/>	08	Kerr	<input type="checkbox"/>	08	Parker	<input type="checkbox"/>	03	Victoria	<input type="checkbox"/>	08
Callahan	<input type="checkbox"/>	02	<b>-G-</b>			Kimble	<input type="checkbox"/>	09	Parmer	<input type="checkbox"/>	01	<b>-W-</b>		
Cameron	<input type="checkbox"/>	11	Gaines	<input type="checkbox"/>	09	King	<input type="checkbox"/>	01	Pecos	<input type="checkbox"/>	09	Walker	<input type="checkbox"/>	06
Camp	<input type="checkbox"/>	04	Galveston	<input type="checkbox"/>	06	Kinney	<input type="checkbox"/>	08	Polk	<input type="checkbox"/>	05	Waller	<input type="checkbox"/>	06
Carson	<input type="checkbox"/>	01	Garza	<input type="checkbox"/>	01	Kleberg	<input type="checkbox"/>	11	Potter	<input type="checkbox"/>	01	Ward	<input type="checkbox"/>	09
Cass	<input type="checkbox"/>	04	Gillespie	<input type="checkbox"/>	08	Knox	<input type="checkbox"/>	02	Presidio	<input type="checkbox"/>	10	Washington	<input type="checkbox"/>	07
Castro	<input type="checkbox"/>	01	Glasscock	<input type="checkbox"/>	09	<b>-L-</b>			<b>-R-</b>			Webb	<input type="checkbox"/>	11
Chambers	<input type="checkbox"/>	06	Goliad	<input type="checkbox"/>	08	Lamar	<input type="checkbox"/>	04	Rains	<input type="checkbox"/>	04	Wharton	<input type="checkbox"/>	06
Cherokee	<input type="checkbox"/>	04	Gonzales	<input type="checkbox"/>	08	Lamb	<input type="checkbox"/>	01	Randall	<input type="checkbox"/>	01	Wheeler	<input type="checkbox"/>	01
Childress	<input type="checkbox"/>	01	Gray	<input type="checkbox"/>	01	Lampasas	<input type="checkbox"/>	07	Reagan	<input type="checkbox"/>	09	Wichita	<input type="checkbox"/>	02
Clay	<input type="checkbox"/>	02	Grayson	<input type="checkbox"/>	03	La Salle	<input type="checkbox"/>	08	Real	<input type="checkbox"/>	08	Wilbarger	<input type="checkbox"/>	02
Cochran	<input type="checkbox"/>	01	Gregg	<input type="checkbox"/>	04	Lavaca	<input type="checkbox"/>	08	Red River	<input type="checkbox"/>	04	Willacy	<input type="checkbox"/>	11
Coke	<input type="checkbox"/>	09	Grimes	<input type="checkbox"/>	07	Lee	<input type="checkbox"/>	07	Reeves	<input type="checkbox"/>	09	Williamson	<input type="checkbox"/>	07
Coleman	<input type="checkbox"/>	02	Guadalupe	<input type="checkbox"/>	08	Leon	<input type="checkbox"/>	07	Refugio	<input type="checkbox"/>	11	Wilson	<input type="checkbox"/>	08
Collin	<input type="checkbox"/>	03	<b>-H-</b>			Liberty	<input type="checkbox"/>	06	Roberts	<input type="checkbox"/>	01	Winkler	<input type="checkbox"/>	09
Collingsworth	<input type="checkbox"/>	01	Hale	<input type="checkbox"/>	01	Limestone	<input type="checkbox"/>	07	Robertson	<input type="checkbox"/>	07	Wise	<input type="checkbox"/>	03
Colorado	<input type="checkbox"/>	06	Hall	<input type="checkbox"/>	01	Lipscomb	<input type="checkbox"/>	01	Rockwall	<input type="checkbox"/>	03	Wood	<input type="checkbox"/>	04
Comal	<input type="checkbox"/>	08	Hamilton	<input type="checkbox"/>	07	Live Oak	<input type="checkbox"/>	11	Runnels	<input type="checkbox"/>	02	<b>-Y-</b>		
Comanche	<input type="checkbox"/>	02	Hansford	<input type="checkbox"/>	01	Llano	<input type="checkbox"/>	07	Rusk	<input type="checkbox"/>	04	Yoakum	<input type="checkbox"/>	01
Concho	<input type="checkbox"/>	09	Hardeman	<input type="checkbox"/>	02	Loving	<input type="checkbox"/>	09	<b>-S-</b>			Young	<input type="checkbox"/>	02
Cooke	<input type="checkbox"/>	03	Hardin	<input type="checkbox"/>	05	Lubbock	<input type="checkbox"/>	01	Sabine	<input type="checkbox"/>	05	<b>-Z-</b>		
Coryell	<input type="checkbox"/>	07	Harris	<input type="checkbox"/>	06	Lynn	<input type="checkbox"/>	01	San Augustine	<input type="checkbox"/>	05	Zapata	<input type="checkbox"/>	11
Cottle	<input type="checkbox"/>	02	Harrison	<input type="checkbox"/>	04	<b>-M-</b>			San Jacinto	<input type="checkbox"/>	05	Zavala	<input type="checkbox"/>	08
Crane	<input type="checkbox"/>	09	Hartley	<input type="checkbox"/>	01	Madison	<input type="checkbox"/>	07	San Patricio	<input type="checkbox"/>	11			
Crockett	<input type="checkbox"/>	09	Haskell	<input type="checkbox"/>	02	Marion	<input type="checkbox"/>	04	San Saba	<input type="checkbox"/>	07			

## FORM C: CONTACT PERSON INFORMATION

Legal Business Name  
of Applicant: \_\_\_\_\_

1. This form provides information about the appropriate contacts in the Applicant's organization.
2. Mark N/A if a contact does not apply to your agency.
3. ALL phone numbers should be a direct line to the designated individual.

### Contacts

Billing Contact	Executive Director
Last Name:	Last Name:
First Name:	First Name:
Salutation:	Salutation:
Title:	Title:
Email:	Email:
Phone:	Phone:

Financial Director	Medical Director
Last Name:	Last Name:
First Name:	First Name:
Salutation:	Salutation:
Title:	Title:
Email:	Email:
Phone:	Phone:

Primary Program Contact	Quality Assurance Contact
Last Name:	Last Name:
First Name:	First Name:
Salutation:	Salutation:
Title:	Title:
Email:	Email:
Phone:	Phone:

## **FORMS F & F-1 THROUGH F-7: BUDGET SUMMARY AND DETAILS**

### **Form F: Budget Summary and Forms F-1 through F-7: Budget Details**

Applicant must complete each of the required budget forms. The forms are posted as a separate Excel file on the Electronic State Business Daily (ESBD) for downloading and completion. Basic instructions for completing these forms are included with the Excel file. Additional information is provided below to further assist Applicant in developing its projected budget.

NOTE: When completing each category worksheet, ALL allowable direct costs—costs associated with running both components of the HTW Program—must be entered, i.e. these costs must also include the cost of providing services to clients served through HTW Fee-for-Service Program.

Indirect costs— must not exceed 20% of the total budget for both components of the HTW Program.

To assist in estimating the amount of income generated through the HTW Fee-for-Service program, Applicants should consult the proposed HTW Fee-for-Service benefits package contained in [Appendix A](#).

Contractors are required to participate in all HHSC required HTW Program trainings. The contractor may attend in person or participate remotely. In the event the contractor would like to attend physically, they may include associated travel in their budget requests. HTW Program trainings may include webinars, conference calls, and in-person trainings.

### **Form F: Budget Summary Worksheet**

Column 1: Totals will be filled using budget category detail forms (individual worksheets contained in budget spreadsheet). This must include all allowable direct costs—the costs associated with running both components of the HTW Program.

Column 2: Enter the amount of cost reimbursement funds requested through this open enrollment for the provision of support services provided to clients served in the HTW Fee-for-Service Program.

Column 3: Enter the amount of projected HTW Fee-for-Service reimbursement to be received as a result of the provision of client services under the HTW Fee-for-Service Program component of the HTW Program.

## FORM G: APPLICANT BACKGROUND GUIDELINES

**Legal Business Name  
of Applicant:** \_\_\_\_\_

1. Provide a one-page executive summary describing the Applicant's vision, mission and values statements, along with a description of how the board of directors, if any, is involved in the operations of the Applicant.
2. Provide a detailed description of the organizational structure, management systems and lines of authority that are appropriate and adequate for the size and scope of the Applicant's organization.
3. Provide the resumes/curriculum vitae for the CEO, CFO, Medical Director licensed to practice medicine in Texas (including his/her State of Texas Medical License Number), and Clinical/Program Director.
4. Describe Applicant's experience, knowledge, and expertise in providing Women's Health Services and Healthy Texas Women Services. Specifically outline relevant administrative and clinical practices (maximum of 4 pages).
5. Describe Applicant's experience in administering comprehensive health care (e.g., prevention, screening, diagnostic, treatment services, and appropriate referral). Describe your referral systems and referral resources for services not provided by Applicant (maximum of 4 pages).
6. Subcontracting Background- Describe the following if Applicant plans to have subcontract any of the intended services:
  - A. Experience subcontracting with other organizations/providers;
  - B. Experience developing subcontracts and subcontract negotiations;
  - C. Experience performing program monitoring of subcontractors, including monitoring of professional and clinical services;
  - D. Experience providing technical assistance to subcontractors, including budget development and management;
  - E. Staff position(s) that will be responsible for monitoring subcontractors and what qualifications will be required;
  - F. Staff position(s) that are anticipated for monitoring professional and clinical subcontractors and the required qualifications for each position;
  - G. Policies and procedures Applicant has for monitoring subcontractors that provide direct client services; and
  - H. Staff position(s) that are anticipated for providing training and technical assistance to subcontractors on data collection and submission, and data quality improvement.

## FORM G: APPLICANT BACKGROUND

**Legal Business Name of  
Applicant:** \_\_\_\_\_

1. Applicant must provide a narrative description of its organization, staff, systems and oversight structure.
  2. Reference the instructions on Form G – Applicant Background Guidelines.
  3. Applicant's response must not exceed 18 pages.
-

## FORM H: FUNDING REQUEST AND CLIENTS SERVED

Legal Business Name of  
Applicant: \_\_\_\_\_

### Funding Requests

Funding requests must be based on the total cost of providing services and conducting activities that enhance the clinical outcomes of HTW Fee-for-Service clients. These activities may include but are not limited to:

- Assisting eligible women with enrollment into the HTW Fee-for-Service Program;
- Direct clinical care for women deemed presumptively eligible for the HTW Fee-for-Service Program;
- Staff development and training related to HTW Fee-for-Service Program service delivery; and
- Client and community based educational activities related to the HTW Fee-for-Service Program.

Total Funding Request	\$
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### Clients Served:

The number of clients an Applicant intends to serve through the HTW Fee-for-Service Program will be used to assess, in part, the Applicant's effectiveness in providing the identified support services under the contract resulting from this open enrollment.

NOTE: This total must be a reasonable estimate of the number of Unduplicated Clients the Applicant intends to serve in the HTW Fee-for-Service Program.

1. **Clinical Services:** Enter the number of Unduplicated Clients Applicant intends to serve in the HTW Fee-for-Service Program during the term of the contract in the table below:

**Table 1: Clinical Services**

Projected Number of Clinical Clients to be Served:	
--	--

## **FORM I: WORK PLAN GUIDELINES**

1. Use up to 4 pages for each program component for a maximum of 20 pages.
2. Required attachments are not counted in the page maximum.
3. In accordance with Section 2.1 of the open enrollment, Applicant must address the following Program Components and include a response to the identified topic areas:

### **Program Administration and Management:**

- a. Identify the services Applicant intends to provide;
- b. Identify the Priority Population to be served;
- c. Describe organizational workforce, support systems (training, research, financial and administrative systems, technical assistance and support, etc.), and other infrastructure available to achieve service delivery and policy-making activities;
- d. Include a copy of the Institutional Review Board's approval if the Applicant is currently conducting research on individuals who receive services through any HHSC-funded programs;
- e. Provide an organizational Chart
- f. Provide job descriptions for the following key employees related to the HTW Program, i.e., Medical Director, Clinical/Program Director, eligibility and billing staff, and clinicians; and
- g. Describe how Applicant will design, implement, and monitor the HTW Program budget in order to ensure the provision of support services to clients throughout the contract term.

### **Quality Assurance/Quality Improvement:**

- a. Describe internal Quality Assurance/Quality Improvement (QA/QI) management and processes utilized to monitor services. Identify staff that participate in the QA/QI process, and who is responsible for ensuring QA/QI policies and procedures are updated. Applicant must include job titles and qualifications of the identified individuals; and
- b. At a minimum, provide the following information:
  - 1) Medical Director's involvement in the QA/QI activities;
  - 2) Activities used to identify trends of needed improvement and the frequency of those activities;
  - 3) Activities to ensure correction and follow-up to findings identified;
  - 4) Use and frequency of client satisfaction surveys;
  - 5) System used to identify, report, and monitor adverse outcomes; and
  - 6) Process used to develop and monitor use of Protocols and Standing Delegation Orders, including the staff involved in the process.

### **Professional Development:**

- a. Describe how Applicant will ensure health care professionals provide HTW Program services competently and with sensitivity to diverse client cultures; and
- b. Identify staff, including job titles that will attend HHSC required trainings. The contractor may attend in person or participate remotely. Trainings may include webinars, conference calls, and in person trainings.



**Recruitment:**

Describe how Applicant will ensure Outreach, In-reach, and education to the Priority Population will be accomplished in every county of the identified target service area(s) identified in Form B.

**Long-Acting Reversible Contraception (LARC) Usage:**

- a. Describe which LARC methods will be provided at Applicant's clinic(s) and which LARC methods will be provided by referral only;
  - b. Describe efforts Applicant will use to educate clients about LARC usage and efforts to increase LARC utilization rates in the Priority Population; and
  - c. Describe professional development opportunities that Applicant will employ for staff related to LARC utilization and education.
4. For each program component, Applicant must develop at least one goal and corresponding objective to achieve the goal(s) including describing the associated activities for meeting the goal. Applicant must:
- a. Describe how it will ensure activities are reasonable, achievable, and measurable. Identify what is expected to be accomplished during the contract period;
  - b. List methodologies/activities in the chronological sequence that will be used to achieve each objective;
  - c. Indicate the name or position of the person primarily responsible for ensuring completion of each activity;
  - d. Define the time frame for accomplishing each objective/activity.
  - e. Describe in specific terms how Applicant will evaluate each activity. For example, "client services data, pre/post assessments of educational sessions, client interviews/surveys, etc."

## FORM I: WORK PLAN

**Legal Business Name  
of Applicant:**

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1. Reference the instructions on Form I - Work Plan Guidelines.
2. Applicant must not exceed 4 pages per program component, for a total of 20 pages.

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**FORM I: WORK PLAN**

**Program Component A  
Program Administration and Management**

**Goals:**

<b>Objectives</b>	<b>Activities</b>	<b>Measurement</b>	<b>Staff Responsible</b>	<b>Completion Date</b>

# FORM I: WORK PLAN

## Program Component B Quality Assurance/Quality Improvement

Goals:

Objectives	Activities	Measurement	Staff Responsible	Completion Date

**FORM I: WORK PLAN**  
**Program Component C**  
**Professional Development**

**Goals:**

<b>Objectives</b>	<b>Activities</b>	<b>Measurement</b>	<b>Staff Responsible</b>	<b>Completion Date</b>

**FORM I: WORK PLAN**

**Program Component D  
Recruitment**

**Goals:**

Objectives	Activities	Measurement	Staff Responsible	Completion Date

**FORM I: WORK PLAN****Program Component E  
LARC Usage****Goals:**

<b>Objectives</b>	<b>Activities</b>	<b>Measurement</b>	<b>Staff Responsible</b>	<b>Completion Date</b>

## **FORM J: ASSESSMENT NARRATIVE GUIDELINES**

### **Part A**

Complete table to show assessment data sources and dates of assessments used.

### **Part B**

Specifically address each of the assessment activities listed below associated with the support services the Applicant intends to provide. The required assessment items must include:

1. A description of the community that will be served by the Applicant's identified support services. This description must include:
  - a. Geographic boundaries (urban or rural, physical environment);
  - b. General demographic data (age, gender, ethnicity, etc.);
  - c. General socioeconomic data (per capita income, poverty levels, unemployment, occupational data, etc.); and
  - d. General description of community-wide health status (e.g., key morbidity/mortality statistics).
2. A description of the Priority Population including:
  - e. Geographic service area (Form B);
  - f. Characteristics of Priority Population (including demographic and socioeconomic data specific to each population);
  - g. Priority Population's health status (including population data related to health indicators, behavioral data, and community opinion data); and
  - h. Current population served (characteristics, population data, numbers of clients served, types and numbers of services provided).
3. Identification of the gaps in resources and potential barriers to improving health status in the community served and how Applicant's identified support services will address these issues.



## FORM J: ASSESSMENT NARRATIVE

Legal Business Name  
of Applicant: \_\_\_\_\_

Complete the Table under Part A, and address each of the assessment activities under Part B (see ASSESSMENT NARRATIVE GUIDELINES). Please keep responses to a maximum of three (3) pages including this page and two more.

---

### Part A

Multiple data sources and assessments exist for many communities. Applicant is encouraged to utilize these resources when completing this form. In the table below, list the source of assessment data used and the dates of the assessments used.

Source of Assessment Data	Date of Each Assessment Source

### Part B

(See ASSESSMENT NARRATIVE GUIDELINES).

## FORM K

### CLINIC SITE READINESS - INSTRUCTIONS

1. Complete the Clinic Site Readiness Form per instructions below.
2. Complete one form for every clinic site that will provide HTW support services funded through this open enrollment.

<b>CLINIC SITE READINESS INFORMATION:</b>	
Appropriate signage to identify funded entity.	Check that clinic sites have signage that identifies services provided at each site (Yes/No).
Space for clinical and administrative staff.	Check that clinic sites have adequate space to house clinical and administrative staff needed to run the clinics (Yes/No).
Locked storage for charts, records, medications and medical supplies	Check if there is locked storage at the clinic sites (Yes/No).
Proper Disposal for Medical Waste	Check if clinics have proper disposal for medical waste (Yes/No).
CLIA certification for level of tests performed.	Check if clinics have CLIA certification for the level of tests performed (Yes/No).
Handicap-accessible clinic sites that are geographically close to target population.	Check if clinic sites are accessible for persons with disabilities, and are located close to target population (Yes/No).
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait.	Check if Applicant operates facilities with clean exam rooms, space for client intake and client waiting area (Yes/No).
Appropriate emergency policies/procedures and supplies as applicable?	Check if clinic sites have appropriate emergency policies/procedures and supplies necessary to provide services to the extent applicable for the setting and training, experience and competence of clinic staff. (Yes/No).
Appropriate use of interpreter and language translation services (including resources for both).	Check if there are resources for interpreter and language translation services, and if services are used appropriately (Yes/No).
Compliance with ADA requirements	Check if clinic sites are ADA compliant (Yes/No).
Financial management systems including secure data storage	Check if clinic sites have financial management systems including secure data storage. (Yes/No).

## FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS

Legal Business Name  
of Applicant: \_\_\_\_\_

Clinic Site # \_\_\_\_\_ of \_\_\_\_\_

Appropriate signage to identify funded entity?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Space for clinical and administrative staff?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Locked storage for charts, records, medications and medical supplies?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Proper disposal for medical waste?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
CLIA certification for level of tests performed?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Handicap-accessible clinic sites that are geographically close to target population?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate emergency policies/procedures and supplies as applicable?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate use of interpreter services and language translation (including resources for both)?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Compliance with ADA requirements?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Financial management systems including secure data storage?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

## FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES INSTRUCTIONS

Complete a separate clinic form for each clinic site that will provide HTW services funded through this open enrollment.

**\*Each clinic form must contain current and accurate information.\***

<b>HEADER INFORMATION:</b>	
Legal Name of Applicant	Applicant's legal name.
Clinic Site # ____ of ____	Example: Clinic Site #1 of 5 for the first clinic site out of five clinic sites, Clinic Site #2 of 5 for the second clinic site of five, etc.
<b>CLINIC SITE INFORMATION:</b>	
Clinic Name	State the name of the clinic.
Street Address	Physical address of clinic. (Do Not Enter a P.O. Box)
Suite	Indicate clinic suite number, if applicable.
City/County/Zip Code	City, county and zip code of clinic.
HSR	Health Service Region where clinic is located.
Clinic APPOINTMENT Phone #	Phone number to make an appointment at clinic.
Clinic PRIMARY Phone #	Primary phone number for the clinic site.
Fax	Fax number for the clinic.
Service Area	List counties served by the identified clinic site, NOT all counties served by the whole project. For a county to be considered part of a clinic's designated service area: (1) There must be a clinic located in the county; or (2) Five percent of the clinic population served in the previous 12 month period must have resided in the county. NOTE: Total counties served by all clinics must match the counties marked by Applicant on Form B: Texas Counties and Regions.
Contact Person	Name of contact person for that clinic site.
Pharmacy License #	Current pharmacy license number for the clinic.
Class	Indicate class of pharmacy license (e.g., class D, A, etc.)
TPI#	Texas Provider Identifier # for the clinic, or date application submitted. Enter the TPI# that the clinic will use to bill TMHP for HTW services.
NPI#	National Provider Identifier # for the clinic, or date application submitted.
Subcontractor Site	Indicate whether or not the clinic site is a subcontractor site.
Mobile Site	Indicate whether or not the clinic site is a mobile site.
<b>CLINIC HOURS AND SERVICES:</b>	
Hours of Operation	List the operating hours of the clinic site for each day of the week by morning (e.g., 8am – 12pm), afternoon (12pm – 5pm), and evening hours (after 5pm). Indicate days of the week when the clinic is closed (e.g., Tuesday – closed).
Total Hours/Month	List the total number of hours of operation per month for the clinic site.

## FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES

Legal Business Name of  
Applicant: \_\_\_\_\_

Clinic Site # \_\_\_\_\_ of \_\_\_\_\_

**CLINIC SITE INFORMATION:** Complete this form for EACH clinic site that will provide HTW services funded under this open enrollment.

**All information must be accurate.\***

Clinic Name:			
Street Address:		Suite :	
City:	County:	Zip Code:	HSR:
Clinic APPOINTMENT Phone #:			
Clinic PRIMARY Phone #:		Fax:	
Service Area (counties to be served):			
Contact Person:			
Pharmacy License #:		Class:	
TPI#:		NPI#:	
Submission date of Medicaid Application:			
Subcontractor Site: <input type="checkbox"/> Yes <input type="checkbox"/> No			
Mobile Site: <input type="checkbox"/> Yes <input type="checkbox"/> No			

### CLINIC HOURS

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
MONDAY						
TUESDAY						
WEDNESDAY						
THURSDAY						
FRIDAY						
SATURDAY						
SUNDAY						
TOTAL HRS/MONTH						

**FORM L: STAFF DEVELOPMENT PLAN**

**Legal Business Name  
of Applicant:** \_\_\_\_\_

All Applicants must conduct staff development activities to ensure staff has the knowledge, skills, and abilities to provide HTW services. The Staff Development Plan must be comprehensive, address all the topics indicated below, and be numbered as indicated.

Staff Development Plan must not exceed five (5) pages.

1. Identify personnel responsible for coordinating staff development activities. Include job titles and qualifications for each person identified.
  
2. Identify specific training that will be used for eligibility and billing staff.
  
3. Describe how training needs assessments are conducted. Specify how the assessment is used to generate a staff development plan. Specify how training activities for staff are tied to quality management review findings.
  
4. Describe procedures and documentation for staff annual performance review. Specify how the staff development plan incorporates review outcomes to further develop knowledge, skills and abilities to provide HTW services.

NOTE: If specific LARC methods are provided through referral only, Applicant must include this information in the Staff Development Plan and Applicant will be exempted from the training requirements for that specific LARC method.

[illegible]

## FORM M: COMMUNITY EDUCATION/PROGRAM PROMOTION PLAN

Legal Business Name  
of Applicant: \_\_\_\_\_

Applicant **must** develop and implement an annual plan to provide community education and program promotion to:

- Inform the public of its purpose and services;
- Enhance community understanding of its objectives;
- Disseminate basic Women's Health Services and Family Planning Services education including the benefits of LARC;
- Enlist community support; and
- Recruit potential clients for the HTW Program.

The plan must be based on the assessment of the needs of the community required in Section 2.2. of this open enrollment.

The Community Education/Program Promotion Plan must:

1. Describe Applicant's HTW Program promotion/education/Outreach plan for the contract period July 1, 2016 through August 31, 2017.
2. Describe Applicant's community education/HTW Program promotion collaborative efforts carried out in conjunction with other health care providers or social service agencies in the identified service area. Applicant must include a description of the Outreach plan that details media releases and Outreach strategies for marketing the Applicant to the community.

Applicant must also attach a calendar of the proposed community education/HTW Program promotion for the contract period (July 1, 2016 through August 31, 2017). Applicant's calendar must include the following information: topics, presentation-dates, locations, and presenters. Applicant should label the attachment "**Form M-1: Community Education/Program Promotion Calendar**".



# APPENDICIES

**Appendix A: HHSC Healthy Texas Women Program Reimbursable  
Procedure Codes**

<b>Core Services</b>		
<b>Procedure Grouping</b>	<b>Procedure Codes</b>	<b>Reimbursement Rates</b>
<b>Anesthesia for sterilization</b>		
	00851	
<b>Surgery - Integumentary system</b>		
	11976	150.00
	11981	103.45
	11982	117.08
	11983	163.06
<b>Surgery - Female genital system</b>		
	57170	22.05
	58300	69.00
	58301	76.72
	58340	88.75
	58565	442.57
	58600	292.70
	58611	61.75
	58615	195.67
	58670	282.81
	58671	283.08
<b>Radiology - Diagnostic imaging</b>		
	73060	28.06
	74000	20.80
	74010	32.39
	74740	66.83
<b>Radiology - Diagnostic ultrasound</b>		
	76830	96.28
	76856	96.28
	76857	50.79
	76881	96.28
	76882	30.35
	76998	137.65
<b>Pathology &amp; Lab - Organ or disease oriented panels</b>		
	80061	18.83
<b>Pathology &amp; Lab - Drug testing</b>		
	80300	12.36
	80301	12.36
<b>Pathology &amp; Lab - Urinalysis</b>		
	81000	4.45
	81001	4.45
	81002	3.60
	81003	3.16
	81005	3.05
	81015	4.28
	81025	8.90

<b>Core Services</b>		
<b>Procedure Grouping</b>	<b>Procedure Codes</b>	<b>Reimbursement Rates</b>

Pathology & Lab - Chemistry		
	82947	5.52
	82948	4.45
	84443	23.63
	84702	2.29
	84703	10.57
Pathology & Lab - Hematology and coagulation		
	85013	3.34
	85014	3.34
	85018	3.34
	85025	10.93
	85027	9.10
Pathology & Lab - Immunology		
	86318	18.21
	86580	
	86592	6.00
	86689	27.22
	86695	18.55
	86696	27.22
	86701	12.49
	86702	14.85
	86703	19.28
	86762	20.23
	86803	20.07
Pathology & Lab - Transfusion medicine		
	86900	4.20
	86901	4.20
Pathology & Lab - Microbiology		
	87070	12.11
	87086	11.36
	87088	11.39
	87102	11.81
	87110	27.55
	87205	6.00
	87210	6.00
	87220	6.00
	87252	36.66
	87389	33.86
	87480	28.20
	87490	28.20
	87491	49.35
	87510	28.20
	87535	49.35
	87590	28.20
	87591	49.35
	87624	47.87

Core Services		
Procedure Grouping	Procedure Codes	Reimbursement Rates
	87625	49.47
	87660	28.20

	87797	28.20
	87800	56.41
	87801	98.70
	87810	16.86
	87850	16.86
<b>Pathology &amp; Lab - Cytopathology</b>		
	88150	14.86
	88164	14.86
	88175	37.25
<b>Medicine - Immunization administration</b>		
	90460	8.00
	90471	7.84
<b>Medicine - Vaccines/toxoids</b>		
	90649	158.07
	90650	138.14
	90651	175.03
<b>Medicine - Hydration, diagnostic injections/infusions, chemo</b>		
	96372	18.98
<b>Medical nutrition therapy</b>		
	97802	26.73
	97803	22.99
	97804	12.03
<b>Medicine - Special services, procedures, and reports</b>		
	99000	9.30
	99078	29.40
<b>Behavioral change interventions, individual</b>		
	99406	11.18
	99407	21.82
<b>HCPCS A Codes - Supplies</b>		
	A4261	50.84
	A4264	1560.00
	A4266	34.11
	A4267	0.54
	A4268	2.83
	A4269	12.26
	A9150	14.00
<b>HCPCS H Codes - Rehabilitative services</b>		
	H1010	12.30

<b>Core Services</b>		
<b>Procedure Grouping</b>	<b>Procedure Codes</b>	<b>Reimbursement Rates</b>
<b>HCPCS J Codes - Drugs other than oral</b>		
	J0696	0.68
	J1050	64.98
	J3490	5.01
	J7297	671.25
	J7298	826.72
	J7300	753.78
	J7301	663.32
	J7303	93.53

	J7304	37.48
	J7307	672.61
<b>HCPSC S Codes - Private payer codes</b>		
	S4993	19.42
	S5000	5.90
<b>Office or Other Outpatient Services</b>		
	99201	26.04
	99202	41.09
	99203	55.52
	99204	81.24
	99205	101.00
	99211	13.49
	99212	22.59
	99213	33.95
	99214	47.68
	99215	73.40
<b>Evaluation and Management</b>		
	99241	39.66
	99242	62.10
	99243	80.23
	99244	112.50
<b>Preventive Medicine</b>		
	99384	93.40
	99385	78.85
	99386	92.22
	99394	85.93
	99395	68.43
	99396	74.84

<b>Related Services</b>		
<b>Procedure Grouping</b>	<b>Procedure Codes</b>	<b>Reimbursement Rates</b>
<b>Breast Cancer Screening and Diagnostics</b>		
<b>Anesthesia</b>		
	00400	
<b>Surgery - General</b>		
	10022	90.21
<b>Surgery - Integumentary system</b>		
	19000	84.47
	19081	508.95
	19082	411.12
	19083	505.47
	19084	405.50
	19100	112.80
	19101	254.74
	19120	370.75
	19125	364.03
	19126	122.96
	19281	183.37
	19282	352.31
	19283	208.23

	19284	152.63
	19285	352.31
	19286	295.37
<b>Radiology - Diagnostic imaging</b>		
	71010	22.05
	71020	28.74
	76098	17.04
<b>Radiology - Diagnostic ultrasound</b>		
	76641	91.69
	76642	84.20
	76942	163.86
<b>Radiology - Breast mammography</b>		
	77051	8.02
	77052	8.02
	77053	54.80
	77055	70.03
	77056	90.09
	77057	64.15
	77058	495.58
	77059	491.84
<b>Pathology &amp; Lab - Organ or disease oriented panels</b>		
	80048	11.89
	80053	14.85
<b>Pathology &amp; Lab - Hematology and coagulation</b>		
	85730	8.44
<b>Pathology &amp; Lab - Surgical pathology</b>		
	88305	54.53

<b>Related Services</b>		
<b>Procedure Grouping</b>	<b>Procedure Codes</b>	<b>Reimbursement Rates</b>
	88307	229.35
<b>Medicine - Cardiovascular</b>		
	93000	12.83
<b>Cervical Cancer Screening and Diagnostics</b>		
<b>Anesthesia</b>		
	00940	18.42
<b>Surgery - Female genital system</b>		
	57452	67.37
	57454	100.65
	57455	82.10
	57456	76.65
	57460	120.83
	57461	139.93
	57500	55.10
	57505	66.55
	57520	199.66
	57522	178.11
	58110	30.82
<b>Radiology - Diagnostic imaging</b>		
	71010	18.71
	71020	24.32

<b>Pathology &amp; Lab - Organ or disease oriented panels</b>		
	80048	11.89
	80053	14.85
<b>Pathology &amp; Lab - Hematology and coagulation</b>		
	85730	8.44
<b>Pathology &amp; Lab - Cytopathology</b>		
	88141	24.06
	88142	28.49
	88143	28.49
	88173	
	88174	30.05
<b>Pathology &amp; Lab - Surgical pathology</b>		
	88305	54.53
	88307	229.35
<b>Medicine - Cardiovascular</b>		
	93000	12.83
<b>Medicine - Psychiatry</b>		
	90791	113.91
	90792	113.91
<b>Problem-Focused Gynecological Services</b>		
<b>Surgery - Female genital system</b>		
	56405	78.28
	56420	66.56
	56501	81.53
	56515	142.21

<b>Related Services</b>		
<b>Procedure Grouping</b>	<b>Procedure Codes</b>	<b>Reimbursement Rates</b>
	56605	43.84
	56606	21.65
	56820	61.48
	57023	225.07
	57061	69.50
	57100	47.58
	57421	89.01
	57511	94.63
	58100	63.35

<b>Other Services</b>		
<b>Procedure Grouping</b>	<b>Procedure Codes</b>	<b>Reimbursement Rates</b>
<b>Laboratory Services</b>		
<b>Radiology - Diagnostic ultrasound</b>		
	76700	96.28
	76705	96.28
	76770	96.28
<b>Pathology &amp; Lab - Organ or disease oriented panels</b>		
	80050	42.09
	80051	9.87
	80053	14.85
	80069	12.21

	80074	66.99
	80076	11.48
<b>Pathology &amp; Lab - Chemistry</b>		
	82270	4.58
	82465	6.12
	82950	6.68
	83020	18.10
	83021	25.40
	83036	13.65
	84450	6.55
	84460	6.71
	84478	8.08
	84479	8.19
<b>Pathology &amp; Lab - Hematology and coagulation</b>		
	85007	4.48
	85610	4.98
	85660	7.75
	85730	7.60
<b>Pathology &amp; Lab - Immunology</b>		
	86631	10.35
	86677	10.35
	86704	16.95
	86706	15.11
	86780	12.30
<b>Pathology &amp; Lab - Transfusion medicine</b>		
	86885	8.05
<b>Pathology &amp; Lab - Microbiology</b>		
	87270	16.86
	87512	35.91
	87529	49.35
	87530	39.90
	87661	49.35
<b>Pathology &amp; Lab - Cytopathology</b>		
	88155	8.42
	88160	50.25
	88161	45.44
	88165	14.86
	88167	14.86
	88172	42.50
<b>Pathology &amp; Lab - Pulmonary</b>		
	94760	2.41
<b>HCPJCS J Codes - Drugs other than oral</b>		
	J0558	3.94
	J0561	4.96
	J0690	0.68
	J2010	7.17

<b>Immunizations and Vaccinations</b>		
<b>Procedure Groupings</b>	<b>Procedure Codes</b>	<b>Reimbursement Rates</b>
<b>Medicine - Immunization administration</b>		



	90460	8.00
	90471	7.84
	90472	7.84
<b>Medicine - Vaccines/toxoids</b>		
	90632	45.54
	90633	30.73
	90636	99.08
	90654	17.82
	90656	13.28
	90660	22.10
	90670	145.05
	90673	35.04
	90703	35.54
	90707	63.94
	90710	180.40
	90714	19.32
	90715	32.46
	90716	113.28
	90732	73.34
	90733	132.15
	90734	121.15
	90736	196.04
	90743	22.82
	90744	22.82
	90746	56.25

## Appendix B: HHSC Uniform Terms and Conditions Version 2.12



Grantee UTC  
VERSION 2.12 -- HTV

Note: Appendix B not numbered  
in accordance with  
Open Enrollment

HHSC Uniform Terms and Conditions Version 2.12  
Published and Effective: November 30, 2015  
Responsible Office: Chief Counsel



**Health and Human Services Commission**  
**HHSC Uniform Terms and Conditions - Grant**  
**Version 2.12**

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## ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

### 1.01 Definitions

As used in this Contract, unless the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

“Amendment” means a written agreement, signed by the parties hereto, which documents changes to the Contract other than those permitted by Work Orders or Technical Guidance Letters, as herein defined.

“Attachment” means documents, terms, conditions, or additional information physically added to this Contract following the Signature Document or included by reference, as if physically, within the body of this Contract.

“Contract” means the Signature Document, these Uniform Terms and Conditions, along with any Attachments, and any Amendments, or Technical Guidance Letters that may be issued by the System Agency, to be incorporated by reference herein for all purposes if issued.

“Deliverable” means a work product prepared, developed, or procured by Grantee as part of the Services under the Contract for the use or benefit of the System Agency or the State of Texas.

“Effective Date” means the date agreed to by the Parties as the date on which the Contract takes effect.

“System Agency” means HHSC or any of the agencies of the State of Texas that are overseen by HHSC under authority granted under State law and the officers, employees, and designees of those agencies. These agencies include: the Department of Aging and Disability Services, the Department of Assistive and Rehabilitative Services, the Department of Family and Protective Services, and the Department of State Health Services.

“Federal Fiscal Year” means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

“GAAP” means Generally Accepted Accounting Principles.

“GASB” means the Governmental Accounting Standards Board.

“Grantee” means the Party receiving funds under this Contract, if any.

“Health and Human Services Commission” or “HHSC” means the administrative agency established under Chapter 531, Texas Government Code or its designee.

“HUB” means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

“Intellectual Property” means patents, rights to apply for patents, trademarks, trade names, service marks, domain names, copyrights and all applications and worldwide registration of

such, schematics, industrial models, inventions, know-how, trade secrets, computer software programs, and other intangible proprietary information.

“Mentor Protégé” means the Comptroller of Public Accounts’ leadership program found at: <http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/>.

“Parties” means the System Agency and Grantee, collectively.

“Party” means either the System Agency or Grantee, individually.

“Program” means the statutorily authorized activities of the System Agency under which this Contract has been awarded.

“Project” means specific activities of the Grantee that are supported by funds provided under this Contract.

“Public Information Act” or “PIA” means Chapter 552 of the Texas Government Code.

“Statement of Work” means the description of activities performed in completing the Project, as specified in the Contract and as may be amended.

“Signature Document” means the document executed by both Parties that specifically sets forth all of the documents that constitute the Contract.

“Solicitation” means the document issued by the System Agency under which applications for Program funds were requested, which is incorporated herein by reference for all purposes in its entirety, including all Amendments and Attachments.

“Solicitation Response” means Grantee’s full and complete response to the Solicitation, which is incorporated herein by reference for all purposes in its entirety, including any Attachments and addenda.

“State Fiscal Year” means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

“State of Texas Textravel” means Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

“Technical Guidance Letter” or “TGL” means an instruction, clarification, or interpretation of the requirements of the Contract, issued by the System Agency to the Grantee.

## **1.02 Interpretive Provisions**

- a. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.
- b. The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.
- c. The term “including” is not limiting and means “including without limitation” and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent

Amendments and other modifications thereto, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.

- d. Any references to "sections," "appendices," or "attachments" are references to sections, appendices, or attachments of the Contract.
- e. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Contract are references to these documents as amended, modified, or supplemented from time to time during the term of the Contract.
- f. The captions and headings of this Contract are for convenience of reference only and do not affect the interpretation of this Contract.
- g. All Attachments within this Contract, including those incorporated by reference, and any Amendments are considered part of the terms of this Contract.
- h. This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each will be performed in accordance with its terms.
- i. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase "in its sole discretion."
- j. Time is of the essence in this Contract.

## **ARTICLE II PAYMENT METHODS AND RESTRICTIONS**

### **2.01 Payment Methods**

Except as otherwise provided by the provisions of the Contract, the payment method will be one or more of the following:

- a. cost reimbursement. This payment method is based on an approved budget and submission of a request for reimbursement of expenses Grantee has incurred at the time of the request;
- b. unit rate/fee-for-service. This payment method is based on a fixed price or a specified rate(s) or fee(s) for delivery of a specified unit(s) of service and acceptable submission of all required documentation, forms and/or reports; or
- c. advance payment. This payment method is based on disbursement of the minimum necessary funds to carry out the Program or Project where the Grantee has implemented appropriate safeguards. This payment method will only be utilized in accordance with governing law and at the sole discretion of the System Agency.

Grantees shall bill the System Agency in accordance with the Contract. Unless otherwise specified in the Contract, Grantee shall submit requests for reimbursement or payment monthly by the last business day of the month following the month in which expenses were incurred or services provided. Grantee shall maintain all documentation that substantiates invoices and make the documentation available to the System Agency upon request.

### **2.02 Final Billing Submission**

Unless otherwise provided by the System Agency, Grantee shall submit a reimbursement or payment request as a final close-out invoice not later than forty-five (45) calendar days following



the end of the term of the Contract. Reimbursement or payment requests received in the System Agency's offices more than forty-five (45) calendar days following the termination of the Contract may not be paid.

### **2.03 Financial Status Reports (FSRs)**

Except as otherwise provided in these General Provisions or in the terms of any Program Attachment(s) that is incorporated into the Contract, for contracts with categorical budgets, Grantee shall submit quarterly FSRs to Accounts Payable by the last business day of the month following the end of each quarter of the Program Attachment term for System Agency review and financial assessment. Grantee shall submit the final FSR no later than forty-five (45) calendar days following the end of the applicable term.

### **2.04 Debt to State and Corporate Status**

Pursuant to Tex. Gov. Code § 403.055, the Department will not approve and the State Comptroller will not issue payment to Grantee if Grantee is indebted to the State for any reason, including a tax delinquency. Grantee, if a corporation, certifies by execution of this Contract that it is current and will remain current in its payment of franchise taxes to the State of Texas or that it is exempt from payment of franchise taxes under Texas law (Tex. Tax Code §§ 171.001 et seq.). If tax payments become delinquent during the Contract term, all or part of the payments under this Contract may be withheld until Grantee's delinquent tax is paid in full.

### **2.05 Application of Payment Due**

Grantee agrees that any payments due under this Contract will be applied towards any debt of Grantee, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

### **2.06 Use of Funds**

Grantee shall expend funds provided under this Contract only for the provision of approved services and for reasonable and allowable expenses directly related to those services.

### **2.07 Use for Match Prohibited**

Grantee shall not use funds provided under this Contract for matching purposes in securing other funding without the written approval of the System Agency.

### **2.08 Program Income**

Income directly generated from funds provided under this Contract or earned only as a result of such funds is Program Income. Unless otherwise required under the Program, Grantee shall use the addition alternative, as provided in UGMS § \_\_.25(g)(2), for the use of Project income to further the Program, and Grantee shall spend the Program Income on the Project. Grantee shall identify and report this income in accordance with the Contract, applicable law, and the Contractor's Financial Procedures Manual located at <http://www.dshs.state.tx.us/contracts/cfpm.shtm>. Grantee shall expend Program Income during the Program Attachment term and may not carry forward to any succeeding term. Grantee shall refund program income not expended in the term in which it is earned to the System Agency. The System Agency may base future funding levels, in part, upon Grantee's proficiency in identifying, billing, collecting, and reporting Program Income, and in using it for the purposes and under the conditions specified in this Contract.

## **2.09 Nonsupplanting**

Grantee shall not use funds from this Contract to replace or substitute for existing funding from other but shall use funds from this Contract to supplement existing state or local funds currently available. Grantee shall make a good faith effort to maintain its current level of support. Grantee may be required to submit documentation substantiating that a reduction in state or local funding, if any, resulted for reasons other than receipt or expected receipt of funding under this Contract.

## **ARTICLE III. STATE AND FEDERAL FUNDING**

### **3.01 Funding**

This Contract is contingent upon the availability of sufficient and adequate funds. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or agencies, amendment of the Texas General Appropriations Act, agency consolidation, or any other disruptions of current funding for this Contract, the System Agency may restrict, reduce, or terminate funding under this Contract. This Contract is also subject to immediate cancellation or termination, without penalty to the System Agency, if sufficient and adequate funds are not available. Grantee will have no right of action against the System Agency if the System Agency cannot perform its obligations under this Contract as a result of lack of funding for any activities or functions contained within the scope of this Contract. In the event of cancellation or termination under this Section, the System Agency will not be required to give notice and will not be liable for any damages or losses caused or associated with such termination or cancellation.

### **3.02 No debt Against the State**

The Contract will not be construed as creating any debt by or on behalf of the State of Texas.

### **3.03 Debt to State**

If a payment law prohibits the Texas Comptroller of Public Accounts from making a payment, the Grantee acknowledges the System Agency's payments under the Contract will be applied toward eliminating the debt or delinquency. This requirement specifically applies to any debt or delinquency, regardless of when it arises.

### **3.04 Recapture of Funds**

The System Agency may withhold all or part of any payments to Grantee to offset overpayments made to the Grantee. Overpayments as used in this Section include payments (i) made by the System Agency that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Contract, including any unapproved expenditures. Grantee understands and agrees that it will be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Grantee further understands and agrees that reimbursement of such disallowed costs will be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Contract.

## ARTICLE IV ALLOWABLE COSTS AND AUDIT REQUIREMENTS

### 4.01 Allowable Costs.

System Agency will reimburse the allowable costs incurred in performing the Project that are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Contract. The System Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. If the System Agency has paid funds to Grantee for unallowable or ineligible costs, the System Agency will notify Grantee in writing, and Grantee shall return the funds to the System Agency within thirty (30) calendar days of the date of this written notice. The System Agency may withhold all or part of any payments to Grantee to offset reimbursement for any unallowable or ineligible expenditure that Grantee has not refunded to the System Agency, or if financial status report(s) required under the Financial Status Reports section are not submitted by the due date(s). The System Agency may take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Grantee's repayment obligations. Applicable cost principles, audit requirements, and administrative requirements include-

Applicable Entity	Applicable Cost Principles	Audit Requirements	Administrative Requirements
State, Local and Tribal Governments	2 CFR, Part 225	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Educational Institutions	2 CFR, Part 220	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Non-Profit Organizations	2 CFR, Part 230	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
For-profit Organization other than a hospital and an organization named in OMB Circular A-122 (2 CFR Part, 230) as not subject to that circular.	48 CFR Part 31, Contract Cost Principles Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS

A chart of applicable Federal awarding agency common rules is located through a web link on the System Agency website at <http://www.dshs.state.tx.us/contracts/links.shtm>. OMB Circulars will be applied with the modifications prescribed by UGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

#### **4.02 Independent Single or Program-Specific Audit**

If Grantee, within Grantee's fiscal year, expends a total amount of at least **SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000)** in federal funds awarded, Grantee shall have a single audit or program-specific audit in accordance with the 2 CFR 200. The \$750,000 federal threshold amount includes federal funds passed through by way of state agency awards. If Grantee, within Grantee's fiscal year, expends a total amount of at least \$500,000 in state funds awarded, Grantee must have a single audit or program-specific audit in accordance with UGMS, State of Texas Single Audit Circular. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or UGMS, as applicable, for their program-specific audits. The HHSC Office of Inspector General (OIG) will notify Grantee to complete the Single Audit Status Registration Form. If Grantee fails to complete the Single Audit Status Form within thirty (30) calendar days after notification by OIG to do so, Grantee shall be subject to the System Agency sanctions and remedies for non-compliance with this Contract. The audit must be conducted by an independent certified public accountant and in accordance with applicable OMB Circulars, Government Auditing Standards, and UGMS. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with the provisions of UGMS

#### **4.03 Submission of Audit**

Within thirty (30) calendar days of receipt of the audit reports required by the Independent Single or Program-Specific Audit section, Grantee shall submit one copy to the System Agency's Contract Representative identified in the Signature Document and one copy to the OIG at the following address:

Health and Human Services Commission  
Office of Inspector General  
Compliance/Audit, Mail Code 1326  
P.O. Box 85200  
Austin, Texas 78708-5200

Electronic submission to the System Agency should be addressed as indicated in the Signature Document

Electronic submission to HHSC should be addressed as follows:  
[Dani.fielding@hhsc.state.tx.us](mailto:Dani.fielding@hhsc.state.tx.us)

If Grantee fails to submit the audit report as required by the Independent Single or Program-Specific Audit section within thirty (30) calendar days of receipt by Grantee of an audit report, Grantee shall be subject to the System Agency sanctions and remedies for non-compliance with this Contract.

## **ARTICLE V AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS**

### **5.01 General Affirmations**

Grantee certifies that, to the extent General Affirmations are incorporated into the Contract under the Signature Document, the General Affirmations have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

### **5.02 Federal Assurances**

Grantee further certifies that, to the extent Federal Assurances are incorporated into the Contract under the Signature Document, the Federal Assurances have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

### **5.03 Federal Certifications**

Grantee further certifies, to the extent Federal Certifications are incorporated into the Contract under the Signature Document, that the Federal Certifications have been reviewed, and that Grantee is in compliance with each of the requirements reflected therein. **In addition, Grantee certifies that it is in compliance with all applicable federal laws, rules, or regulations, as they may pertain to this Contract.**

## **ARTICLE VI OWNERSHIP AND INTELLECTUAL PROPERTY**

### **6.01 Ownership**

The System Agency will own, and Grantee hereby assigns to the System Agency, all right, title, and interest in all Deliverables.

### **6.02 Intellectual Property**

- a. The System Agency and Grantee will retain ownership, all rights, title, and interest in and to, their respective pre-existing Intellectual Property. A license to either Party's pre-existing Intellectual Property must be agreed to under this or another contract.
- b. Grantee grants to the System Agency and the State of Texas a royalty-free, paid up, worldwide, perpetual, non-exclusive, non-transferable license to use any Intellectual Property invented or created by Grantee, Grantee's contractor, or a subcontractor in the performance of the Project. Grantee will require its contractors to grant such a license under its contracts.
- c. As used herein, "Intellectual Property" shall mean: inventions and business processes, whether or not patentable; works of authorship; trade secrets; trademarks; service marks; industrial designs; and other intellectual property incorporated in any Deliverable and first created or developed by Grantee, Grantee's contractor or a subcontractor in performing the Project.

## **ARTICLE VII RECORDS, AUDIT, AND DISCLOSURE**

### **7.01 Books and Records**

Grantee will keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives sufficient information to

determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes. Unless otherwise specified in this Contract, Grantee will maintain legible copies of this Contract and all related documents for a minimum of seven (7) years after the termination of the contract period or seven (7) years after the completion of any litigation or dispute involving the Contract, whichever is later.

#### **7.02 Access to records, books, and documents**

In addition to any right of access arising by operation of law, Grantee and any of Grantee's affiliate or subsidiary organizations, or Subcontractors will permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or Services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Contract. If the Contract includes federal funds, federal agencies that will have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that will have a right of access to records as described in this section include: the System Agency, HHSC, HHSC's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office, and any successor agencies. Each of these entities may be a duly authorized authority. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of investigation or hearing, Grantee will produce original documents related to this Contract. The System Agency and any duly authorized authority will have the right to audit billings both before and after payment, and all documentation that substantiates the billings. Grantee will include this provision concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

#### **7.03 Response/compliance with audit or inspection findings**

- a. Grantee must act to ensure its and its Subcontractor's compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, or inspection of the Contract and the goods or services provided hereunder. Any such correction will be at Grantee or its Subcontractor's sole expense. Whether Grantee's action corrects the noncompliance will be solely the decision of the System Agency.
- b. As part of the Services, Grantee must provide to HHSC upon request a copy of those portions of Grantee's and its Subcontractors' internal audit reports relating to the Services and Deliverables provided to the State under the Contract.

#### **7.04 SAO Audit**

Grantee understands that acceptance of funds directly under the Contract or indirectly through a Subcontract under the Contract acts as acceptance of the authority of the State Auditor's Office (SAO), or any successor agency, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the SAO must provide the SAO with access to any information the SAO considers relevant to the investigation or audit. Grantee agrees to cooperate fully with the SAO

or its successor in the conduct of the audit or investigation, including providing all records requested. Grantee will ensure that this clause concerning the authority to audit funds received indirectly by Subcontractors through Grantee and the requirement to cooperate is included in any Subcontract it awards.

#### **7.05 Confidentiality**

Any specific confidentiality agreement between the Parties takes precedent over the terms of this section. To the extent permitted by law, Grantee agrees to keep all information confidential, in whatever form produced, prepared, observed, or received by Grantee. The provisions of this section remain in full force and effect following termination or cessation of the services performed under this Contract.

#### **7.06 Public Information Act**

Information related to the performance of this Contract may be subject to the PIA and will be withheld from public disclosure or released only in accordance therewith. Grantee must make all information not otherwise excepted from disclosure under the PIA available in portable document file (".pdf") format or any other format agreed between the Parties.

### **ARTICLE VIII CONTRACT MANAGEMENT AND EARLY TERMINATION**

#### **8.01 Contract Management**

To ensure full performance of the Contract and compliance with applicable law, the System Agency may take actions including:

- a. Suspending all or part of the Contract;
- b. Requiring the Grantee to take specific corrective actions in order to remain in compliance with term of the Contract;
- c. Recouping payments made to the Grantee found to be in error;
- d. Suspending, limiting, or placing conditions on the continued performance of the Project;
- e. Imposing any other remedies authorized under this Contract; and
- f. Imposing any other remedies, sanctions or penalties permitted by federal or state statute, law, regulation, or rule.

#### **8.02 Termination for Convenience**

The System Agency may terminate the Contract at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in HHSC's notice of termination.

#### **8.03 Termination for Cause**

Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Contract, in whole or in part, upon either of the following conditions:

##### **a. Material Breach**

The System Agency will have the right to terminate the Contract in whole or in part if the System Agency determines, at its sole discretion, that Grantee has materially breached the Contract or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of Grantee's duties under the Contract. Grantee's misrepresentation in any aspect of Grantee's

Solicitation Response, if any or Grantee's addition to the Excluded Parties List System (EPLS) will also constitute a material breach of the Contract.

**b. Failure to Maintain Financial Viability**

The System Agency may terminate the Contract if, in its sole discretion, the System Agency has a good faith belief that Grantee no longer maintains the financial viability required to complete the Services and Deliverables, or otherwise fully perform its responsibilities under the Contract.

**8.04 Equitable Settlement**

Any early termination under this Article will be subject to the equitable settlement of the respective interests of the Parties up to the date of termination.

**ARTICLE IX MISCELLANEOUS PROVISIONS**

**9.01 Amendment**

The Contract may only be amended by an Amendment executed by both Parties.

**9.02 Insurance**

Unless otherwise specified in this Contract, Grantee will acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Grantee will provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Grantee will secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage.

These and all other insurance requirements under the Contract apply to both Grantee and its Subcontractors, if any. Grantee is responsible for ensuring its Subcontractors' compliance with all requirements.

**9.03 Legal Obligations**

Grantee will comply with all applicable federal, state, and local laws, ordinances, and regulations, including all federal and state accessibility laws relating to direct and indirect use of information and communication technology. Grantee will be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them. In addition to any other act or omission that may constitute a material breach of the Contract, failure to comply with this Section may also be a material breach of the Contract.

**9.04 Permitting and Licensure**

At Grantee's sole expense, Grantee will procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide



the goods or Services required by this Contract. Grantee will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee agrees to be responsible for payment of any such government obligations not paid by its contractors or subcontractors during performance of this Contract.

#### **9.05 Indemnity**

**TO THE EXTENT ALLOWED BY LAW, GRANTEE WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND ITS OFFICERS AND EMPLOYEES, AND THE SYSTEM AGENCY AND ITS OFFICERS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING ATTORNEYS' FEES AND COURT COSTS ARISING OUT OF, OR CONNECTED WITH, OR RESULTING FROM:**

- a. GRANTEE'S PERFORMANCE OF THE CONTRACT, INCLUDING ANY NEGLIGENT ACTS OR OMISSIONS OF GRANTEE, OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR**
- b. ANY BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, RULE, OR BREACH OF CONTRACT BY GRANTEE, ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR**
- c. EMPLOYMENT OR ALLEGED EMPLOYMENT, INCLUDING CLAIMS OF DISCRIMINATION AGAINST GRANTEE, ITS OFFICERS, OR ITS AGENTS; OR**
- d. WORK UNDER THIS CONTRACT THAT INFRINGES OR MISAPPROPRIATES ANY RIGHT OF ANY THIRD PERSON OR ENTITY BASED ON COPYRIGHT, PATENT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS.**

**GRANTEE WILL COORDINATE ITS DEFENSE WITH THE SYSTEM AGENCY AND ITS COUNSEL. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING SOLELY FROM THE GROSS NEGLIGENCE OF THE SYSTEM AGENCY OR ITS EMPLOYEES. THE PROVISIONS OF THIS SECTION WILL SURVIVE TERMINATION OF THIS CONTRACT.**

#### **9.06 Assignments**

Grantee may not assign all or any portion of its rights under, interests in, or duties required under this Contract without prior written consent of the System Agency, which may be withheld or granted at the sole discretion of the System Agency. Except where otherwise agreed in writing by the System Agency, assignment will not release Grantee from its obligations under the Contract.

Grantee understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. This assignment will only be made to another State agency or a non-state agency that is contracted to perform agency support.

### **9.07 Relationship of the Parties**

Grantee is, and will be, an independent contractor and, subject only to the terms of this Contract, will have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create for the System Agency any liability whatsoever with respect to the indebtedness, liabilities, and obligations of Grantee or any other Party.

Grantee will be solely responsible for, and the System Agency will have no obligation with respect to:

- a. Payment of Grantee's employees for all Services performed;
- b. Wnsuring each of its employees, agents, or Subcontractors who provide Services or Deliverables under the Contract are properly licensed, certified, or have proper permits to perform any activity related to the Work;
- c. Withholding of income taxes, FICA, or any other taxes or fees;
- d. Industrial or workers' compensation insurance coverage;
- e. Participation in any group insurance plans available to employees of the State of Texas;
- f. Participation or contributions by the State to the State Employees Retirement System;
- g. Accumulation of vacation leave or sick leave; or
- h. Unemployment compensation coverage provided by the State.

### **9.08 Technical Guidance Letters**

In the sole discretion of the System Agency, and in conformance with federal and state law, the System Agency may issue instructions, clarifications, or interpretations as may be required during Work performance in the form of a Technical Guidance Letter. A TGL must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission. Any TGL issued by the System Agency will be incorporated into the Contract by reference herein for all purposes when it is issued.

### **9.09 Governing Law and Venue**

This Contract and the rights and obligations of the Parties hereto will be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract will be in a court of competent jurisdiction in Travis County, Texas unless otherwise elected by the System Agency. Grantee irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto. Severability

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract will be construed as if such provision did not exist and the non-enforceability of such provision will not be held to render any other provision or provisions of this Contract unenforceable.

#### **9.10 Survivability**

Termination or expiration of this Contract or a Contract for any reason will not release either party from any liabilities or obligations in this Contract that the parties have expressly agreed will survive any such termination or expiration, remain to be performed, or by their nature would be intended to be applicable following any such termination or expiration, including maintaining confidentiality of information and records retention.

#### **9.11 Force Majeure**

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected Party's obligation to comply with such covenant will be suspended, and the affected Party will not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure will promptly notify the other Party of the Force Majeure event in writing and, if possible, such notice will set forth the extent and duration thereof.

#### **9.12 No Waiver of Provisions**

Neither failure to enforce any provision of this Contract nor payment for services provided under it constitute waiver of any provision of the Contract.

#### **9.13 Publicity**

Except as provided in the paragraph below, Grantee must not use the name of, or directly or indirectly refer to, the System Agency, the State of Texas, or any other State agency in any media release, public announcement, or public disclosure relating to the Contract or its subject matter, including in any promotional or marketing materials, customer lists, or business presentations.

Grantee may publish, at its sole expense, results of Grantee performance under the Contract with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

#### **9.14 Prohibition on Non-compete Restrictions**

Grantee will not require any employees or Subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

#### **9.15 No Waiver of Sovereign Immunity**

Nothing in the Contract will be construed as a waiver of sovereign immunity by the System Agency.

#### **9.16 Entire Contract and Modification**

The Contract constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any

additional or conflicting terms in any future document incorporated into the Contract will be harmonized with this Contract to the extent possible by the System Agency.

#### **9.17 Counterparts**

This Contract may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Contract.

#### **9.18 Proper Authority**

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Any Services or Work performed by Grantee before this Contract is effective or after it ceases to be effective are performed at the sole risk of Grantee with respect to compensation.

#### **9.19 Employment Verification**

Grantee will confirm the eligibility of all persons employed during the contract term to perform duties within Texas and all persons, including subcontractors, assigned by the contractor to perform work pursuant to the Contract.

#### **9.20 Civil Rights**

- a. Grantee agrees to comply with state and federal anti-discrimination laws, including:
  1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*);
  2. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
  3. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*);
  4. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
  5. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
  6. Food and Nutrition Act of 2008 (7 U.S.C. §2011 *et seq.*); and
  7. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.

Grantee agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.

- b. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

- c. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: [http://www.hhsc.state.tx.us/about\\_hhsc/civil-rights/brochures-posters.shtml](http://www.hhsc.state.tx.us/about_hhsc/civil-rights/brochures-posters.shtml)
- d. Grantee agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- e. Upon request, Grantee will provide HHSC Civil Rights Office with copies of all of the Grantee's civil rights policies and procedures.
- f. Grantee must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office  
701 W. 51<sup>st</sup> Street, Mail Code W206  
Austin, Texas 78751  
Phone Toll Free: (888) 388-6332  
Phone: (512) 438-4313  
TTY Toll Free: (877) 432-7232  
Fax: (512) 438-5885.

## Appendix C: HHSC Special Conditions Version 1.0



HHSC Special  
Conditions 1.0.pdf

Note: Appendix C not  
numbered in accordance  
with Open Enrollment



Health and Human Services Commission  
Special Conditions  
Version 1.0

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## **HHSC SPECIAL CONDITIONS**

The terms and conditions of these Special Conditions are incorporated into and made a part of the Contract. Capitalized items used in these Special Conditions and not otherwise defined have the meanings assigned to them in HHSC Uniform Terms and Conditions – Vendor, Version 2.12

### **ARTICLE I. SPECIAL DEFINITIONS**

**“Conflict of Interest”** means a set of facts or circumstances, a relationship, or other situation under which Contractor, a Subcontractor, or individual has past, present, or currently planned personal or financial activities or interests that either directly or indirectly: (1) impairs or diminishes the Contractor’s, or Subcontractor’s ability to render impartial or objective assistance or advice to the HHSC; or (2) provides the Contractor or Subcontractor an unfair competitive advantage in future HHSC procurements.

**“Contractor Agents”** means Contractor’s representatives, employees, officers, Subcontractors, as well as their employees, contractors, officers, and agents.

**“Custom Software”** means Software developed as a Deliverable or in connection with the Agreement.

**“Data Use Agreement”** means the agreement incorporated into the Contract to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information.

**“Federal Financial Participation”** is a program that allows states to receive partial reimbursement for activities that meet certain objectives of the federal government. It is also commonly referred to as the Federal Medical Assistance Percentage (FMAP).

**“Item of Noncompliance”** means Contractor’s acts or omissions that: (1) violate a provision of the Contract; (2) fail to ensure adequate performance of the Work; (3) represent a failure of Contractor to be responsive to a request of HHSC relating to the Work under the Contract.

**“Minor Administrative Change”** refers to a change to the Contract that does not increase the fees or term and done in accordance with Section 6.02 of these Special Conditions.

**“Other Confidential Information”** means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to Contractor; or that Contractor may create, receive, maintain, use, disclose or have access to on behalf of HHSC or through performance of the Work, which is not designated as Confidential Information in the Data Use Agreement.

**“Outside the United States”** means any location that is not within the territorial boundaries comprising the republic of the United States of America, including any of the 48 coterminous states in North America, the states of Alaska and Hawaii, and the District of Columbia.

**“Software”** means all operating system and applications software used or created by Contractor to perform the Work under the Contract.

**“State”** means the State of Texas and, unless otherwise indicated or appropriate, will be interpreted to mean HHSC and other agencies of the State of Texas that may participate in the administration of HHSC

Programs; provided, however, that no provision will be interpreted to include any entity other than HHSC as the contracting agency.

**“Third Party Software”** refers to software programs or plug-ins developed by companies or individuals other than Contractor which are used in performance of the Work. It does not include items which are ancillary to the performance of the Work, such as internal systems of Contractor which were deployed by Contractor prior to the Contract and not procured to perform the Work.

**“Turnover”** means the effort necessary to enable HHSC, or its designee, to effectively close out the Contract and move the Work to another vendor or to perform the Work by itself.

**“Turnover Plan”** means the written plan developed by Contractor, approved by HHSC, and to be employed when the Work described in the Contract transfers to HHSC, or its designee, from the Contractor.

**“VUTC”** means HHSC’s Uniform Terms and Conditions – Vendor, Version 2.12

**“WSD”** means the Work, Services, or Deliverables to be performed or provided under the Contract.

## ARTICLE II. GENERAL PROVISIONS

### 2.01 Controlling Order

Unless otherwise agreed, in the event of any conflict or contradiction between or among the provisions of the Contract, the provisions in the documents will control in the following order:

- a. The Signature Document;
- b. These Special Conditions;
- c. HHSC Uniform Terms and Conditions – Vendor;
- d. The Solicitation and any addendums, corrections, and clarifications; then
- e. Contractor’s Solicitation Response and any agreed to modifications.

### 2.02 Inducements

In awarding the Contract, the HHSC relies on Contractor’s assurances of the following:

- a. Contractor and its Subcontractors are established providers of the WSD described in the Solicitation and required under the Contract;
- b. Contractor and its Subcontractors have the skills, qualifications, expertise, financial resources, and experience necessary to perform the WSD in an efficient, cost-effective manner, with a high degree of quality and responsiveness.
- c. Contractor has performed similar WSD for other public or private entities;
- d. Contractor has thoroughly reviewed, analyzed, and understood the Solicitation, has timely raised all questions or objections to the Solicitation or WSD, and has had the opportunity to review and fully understand HHSC’s current program and operating environment for the activities that are the subject of the Contract and the needs and requirements of the State during the Contract term;
- e. Contractor has had the opportunity to review and understand the State’s stated objectives in entering into the Contract and, based on such review and understanding, Contractor currently has

the capability to perform the WSD in accordance with the terms and conditions of the Contract;  
and

- f. Contractor fully understands the risks associated with public health and human service programs administered by HHSC as described in the Solicitation, including the risk of non-appropriation of funds.

### **2.03 Delegation of Authority**

Whenever, by any provision of the Contract, any right, power, or duty is imposed or conferred on HHSC, the right, power, or duty so imposed or conferred is possessed and exercised by HHSC's Executive Commissioner unless such is delegated to duly appointed agents or employees of HHSC. HHSC's Executive Commissioner will reduce any delegation of authority to writing and provide a copy to Contractor on request. The authority delegated to Contractor by HHSC is limited to the terms of the Contract. Contractor may not rely upon implied authority and is not delegated authority under the Contract to:

- a. Make public policy;
- b. Promulgate, amend, or disregard administrative regulations or program policy decisions made by State and federal agencies responsible for administration of HHSC Programs; or
- c. Unilaterally communicate or negotiate with any federal or state agency or the Texas Legislature on behalf of the HHSC regarding HHSC Programs or the Contract. However, upon request and reasonable notice to the Contractor, Contractor will assist HHSC in communications and negotiations regarding the WSD under the Contract with state and federal governments.

### **2.04 Other System Agencies Participation in the Contract**

In addition to providing the WSD specified for HHSC, Contractor agrees to allow other System Agencies the option to participate in the Contract under the same terms and conditions. Each System Agency that elects to obtain WSD under this section will issue a purchase or work order to Contractor, referring to, and incorporating by reference, the terms and conditions specified in the Contract.

System Agencies have no authority to modify the terms of the Contract. However, additional System Agency terms and conditions that do not conflict with the Contract, and are acceptable to the Contractor, may be added in a purchase or work order and given effect. No additional term or condition added in a purchase or work order issued by a System Agency can conflict with or diminish a term or condition of the Contract. In the event of a conflict between a System Agency's purchase or work order and the Contract, the Contract terms control.

### **2.05 Most Favored Customer**

Contractor agrees that if during the term of the Contract, Contractor enters into any agreement with any other governmental customer, or any non-affiliated commercial customer by which it agrees to provide equivalent services at lower prices, or additional services at comparable prices, Contractor will notify HHSC within (10) business days from the date Contractor executes any such agreement. Contractor agrees, at HHSC's option, to amend the Contract to accord equivalent advantage to HHSC.

## **2.06 Assumption After Assignment**

As authorized in the VUTC, each party to whom an assignment is made must assume all or any part of Contractor's interests in the Contract, the WSD, and any documents executed with respect to the Contract, including, without limitation, the assignor's obligation for all or any portion of the purchase payments, in whole or in part.

## **2.07 Cooperation with HHSC Vendors**

At HHSC's request, Contractor will allow parties interested in responding to other HHSC solicitations to have reasonable access during normal business hours to the WSD, software, systems documentation, and site visits to the Contractor's facilities. Contractor may elect to have such parties inspecting the WSD, facilities, software or systems documentation to agree to use the information so obtained only in the State of Texas and only for the purpose of responding to the relevant HHSC solicitation.

## **2.08 Renegotiation and Reprocurement Rights**

Notwithstanding anything in the Contract to the contrary, HHSC may at any time during the term of the Contract exercise the option to notify Contractor that HHSC has elected to renegotiate certain terms of the Contract. Upon Contractor's receipt of any notice under this section, Contractor and HHSC will undertake good faith negotiations of the subject terms of the Contract.

HHSC may at any time issue solicitation instruments to other potential contractors for performance of any portion of the WSD covered by the Contract, including services similar or comparable to the WSD, performed by Contractor under the Contract. If HHSC elects to procure the WSD, or any portion thereof, from another vendor in accordance with this section, HHSC will have the termination rights set forth in the VUTC.

## **2.09 Solicitation Errors**

Contractor will not take advantage of any errors or omissions in the Solicitation or the resulting Contract. Contractor must promptly notify HHSC of any errors or omissions that are discovered. Failure to notify HHSC of any errors will constitute a waiver of those errors.

# **ARTICLE III. PROHIBITION AGAINST PERFORMANCE OUTSIDE OF THE UNITED STATES**

## **3.01 Authority**

HHSC is responsible for the development and implementation of Software and hardware to support HHSC programs, which are paid for in whole or in part with State and federal funds. Accordingly, such Software and hardware may be subject to statutory restrictions on the export of technology to foreign nations, including but not limited to the Export Administration Regulations contained in 15 C.F.R. Parts 730-774.

## **3.02 Prohibition**

Contractor agrees that, unless specifically authorized in writing by HHSC:

- (1) All WSD under this Contract, including that of Subcontracts, will be performed exclusively within the United States. This obligation includes, but is not limited to, information technology services, processing, transmission, storage, archiving, data center services, disaster recovery sites and services, customer support, medical, dental, laboratory and clinical services, services related to Custom Software, and all modifications of Custom Software, Third Party Software, or vendor proprietary software;
- (2) All information obtained by Contractor or a Subcontractor under this Contract shall be maintained within the United States; and shall not leave the United States by any means (physical or electronic) at any time; and
- (3) Contractor shall not permit any person or entity at a location Outside The United States to have remote access to any of the WSD under the Contract without HHSC's written approval.

### **3.03 Exception**

The prohibition against WSD Outside the United States does not preclude the acquisition or use of commercial off-the-shelf (COTS) software that is developed Outside the United States or hardware that is generically configured Outside the United States. The prohibition against WSD Outside the United States does not preclude Contractor from acquiring or using products or supplies that are manufactured Outside the United States, provided such products or supplies are commercially available within the United States for acquisition.

### **3.04 Remedy**

Contractor's violation of this section will constitute a material breach of the Contract. Contractor will be liable to HHSC for all damages in accordance with the Contract.

## **ARTICLE IV. CONTRACTOR PERSONNEL AND SUBCONTRACTORS**

### **4.01 Qualifications**

Contractor agrees to maintain the organizational and administrative capacity and capabilities proposed in its response to the Solicitation, as modified, to carry out all duties and responsibilities under the Contract. Contractor Agents assigned to perform the duties and responsibilities under the Contract must be and remain properly trained and qualified for the functions they are to perform. Notwithstanding the transfer or turnover of personnel, Contractor remains obligated to perform all duties and responsibilities under the Contract without degradation and in strict accordance with the terms of the Contract.

### **4.02 Conduct and Removal**

While performing the WSD under the Contract, Contractor Agents must comply with applicable Contract terms, State and federal rules, regulations, HHSC's policies, and HHSC's requests regarding personal and professional conduct; and otherwise conduct themselves in a businesslike and professional manner.

If HHSC determines in good faith that a particular Contractor Agent is not conducting himself or herself in accordance with the terms of the Contract, HHSC may provide Contractor with notice and documentation regarding its concerns. Upon receipt of such notice, Contractor must promptly investigate the matter and, at HHSC's election, take appropriate action that may include removing the Contractor Agent from

performing any WSD under the Contract and replacing the Contractor Agent with a similarly qualified individual acceptable to HHSC as soon as reasonably practicable or as otherwise agreed to by HHSC.

#### **4.03 No Authority**

Contractor Agents are not employees of HHSC or the State of Texas and are considered Contractor's employees for all purposes. Except as provided in the Contract, neither Contractor nor any of Contractor Agents may act in any sense as agents or representatives of HHSC or the State of Texas.

#### **4.04 E-Verify**

By entering into this Contract, Contractor certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

- (1) All persons employed to WSD within the State of Texas, during the term of the Contract; and
- (2) All Contractor Agents assigned by Contractor to perform WSD pursuant to the Contract, within the United States of America.

#### **4.05 Subcontractors Not Identified in the Solicitation Response**

Prior to entering into a Subcontract, Contractor must identify any Subcontractor that is a newly-formed subsidiary or entity, whether or not an affiliate of Contractor, substantiate the proposed Subcontractor's ability to perform the subcontracted WSD, and certify to HHSC that no loss of WSD will occur as a result of the performance of such Subcontractor.

At HHSC's request, prior to executing a Subcontract with a value greater than \$100,000.00, Contractor must submit a copy of the Subcontract to HHSC for review and approval. HHSC reserves the right to:

- (1) Reject the Subcontract or require changes to any provisions that do not comply with the requirements, duties, or responsibilities of the Contract or that create significant barriers for HHSC to monitor compliance with the Contract;
- (2) Object to the selection of the Subcontractor; or
- (3) Object to the subcontracting of the WSD proposed to be subcontracted.

### **ARTICLE V. PERFORMANCE**

#### **5.01 Measurement**

Satisfactory performance of the Contract, unless otherwise specified in the Contract, will be measured by:

- (1) Compliance with Contract requirements, including all representations and warranties;
- (2) Compliance with the WSD requested in the Solicitation and WSD proposed by Contractor in its response to the Solicitation and approved by HHSC;
- (3) Delivery of WSD in accordance with the service levels proposed by Contractor in the Solicitation Response as accepted by HHSC;
- (4) Results of audits, inspections, or quality checks performed by the HHSC or its designee;

- (5) Timeliness, completeness, and accuracy of WSD; and
- (6) Achievement of specific performance measures and incentives as applicable.

## **ARTICLE VI. AMENDMENTS AND MODIFICATIONS**

### **6.01 Formal Procedure**

No different or additional WSD or contractual obligations will be authorized or performed unless contemplated within the Scope of Work and memorialized in an amendment or modification of the Contract that is executed in compliance with this Article. No waiver of any term, covenant, or condition of the Contract will be valid unless executed in compliance with this Article. Contractor will not be entitled to payment for WSD that is not authorized by a properly executed Contract amendment or modification, or through the express written authorization of HHSC.

Any changes to the Contract that results in a change to either the term, fees, or significantly impacting the obligations of the parties to the Contract must be effectuated by a formal Amendment to the Contract. Such Amendment must be signed by the appropriate and duly authorized representative of each party in order to have any effect.

### **6.02 Minor Administrative Changes**

HHSC's designee, referred to as the Contract Manager, Project Sponsor, or other equivalent, in the Contract, is authorized to provide written approval of mutually agreed upon Minor Administrative Changes to the WSD or the Contract that do not increase the fees or term. Changes that increase the fees or term must be accomplished through the formal amendment procedure, as set forth in Section 6.01 of these Special Conditions. Upon approval of a Minor Administrative Change, HHSC and Contractor will maintain written notice that the change has been accepted in their Contract files.

### **6.03 Technical Guidance Letters**

Notwithstanding anything to the contrary in the Contract, Technical Guidance Letters ("TGL") as provided by the VUTC will not act as an Amendment or modification to the Contract to the extent such affect price or term of the Contract. Such TGLs are interpretive and instructional only and are not authorized to extend the term, modify the fees or other payment arrangements, increase the Contract total value, or materially change the substance of the WSD.

## **ARTICLE VII. AUDITS AND RECORDS**

### **7.01 Record Retention**

Contractor will comply with the records retention schedule approved by the Texas State Library and Archives Commission, unless a longer period is specified in the Contract. Contractor acknowledges that such schedule may be amended or modified from time to time and agrees to give any such modification or amendment full effect. The current approved schedule is published at <https://www.tsl.texas.gov/sites/default/files/public/tslac/slrn/state/schedules/529.PDF>. It is Contractor's



responsibility to monitor the Texas State Library and Archives Commission's approval of HHSC's record retention schedules.

#### **7.02 Access and Accommodation**

In providing the access required by the VUTC for records and audits, Contractor will provide access to records, books, and documents in reasonable comfort and will provide any furnishings, equipment, or other conveniences necessary to enable complete and unfettered access to records, books, and documents to HHSC and any of its duly authorized representatives, as well as duly authorized federal, state or local authorities. Contractor will require Contractor Agents to provide comparable accommodations. Upon request, Contractor will provide copies of records, books, and documents free of charge to HHSC and any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, including those the entities described in the VUTC.

The access and accommodations set forth in this section will also be provided for Software and equipment used in the performance of the WSD. Contractor will provide reasonable assistance that this section requires to auditors and/or inspectors to complete any audits or inspections related to the WSD.

Contractor will include this section concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

#### **7.03 Response to Audits or Inspection Findings**

Contractor will take all action to ensure it, or a Contractor Agent, complies with any finding of noncompliance relating to the WSD or any other deficiency contained in any audit, review, or inspection conducted under the Contract. Contractor will bear the expense of compliance with any finding of noncompliance under the Contract that is:

- (1) Required by a Texas or federal law, regulation, rule or other audit requirement relating to Contractor's business;
- (2) Performed by Contractor as part of the WSD; or
- (3) Necessary due to Contractor's noncompliance with any law, regulation, rule or audit requirement imposed on Contractor.

### **ARTICLE VIII. PAYMENT**

#### **8.01 Duty to Make Payment**

HHSC will be relieved of its obligation to make any payments to Contractor until such time as any and all set-off amounts have been credited to HHSC. If HHSC disputes payment of all or any portion of an invoice from Contractor, HHSC will notify the Contractor of the dispute and both Parties will attempt in good faith to resolve the dispute in accordance with these Special Conditions. HHSC will not be required to pay any disputed portion of a Contractor invoice unless, and until, the dispute is resolved. Notwithstanding any such dispute, Contractor will continue to perform the WSD in compliance with the terms of the Contract pending resolution of such dispute so long as all undisputed amounts continue to be paid to Contractor.

## **ARTICLE IX. CONFIDENTIALITY**

### **9.01 Requests for Public Information**

HHSC will, as permitted by law and as practicable considering HHSC's resources, notify Contractor of a request for disclosure of public information related to the Contract filed in accordance with the Texas Public Information Act, Texas Government Code Chapter 552 ("PIA"). In the event Contractor believes the requested information should be protected under the PIA, Contractor will comply with PIA requirements pertaining to that information and will provide HHSC with copies of all such documentation required to support its request for nondisclosure. Contractor must make public information not otherwise excepted from disclosure under the PIA available to HHSC at no additional charge to HHSC.

To the extent authorized under the PIA, HHSC will safeguard from disclosure information received from Contractor that Contractor believes to be confidential. Contractor must clearly mark each page of such information as "Contractor Confidential Information" and provide written notice to HHSC that it considers the information confidential in accordance with the PIA. Contractor's designation or marking of information in this manner does not act, and should not be construed, as an agreement or other consent by HHSC that such information is actually confidential pursuant to the PIA.

### **9.02 Consultant Disclosure**

Contractor agrees that any consultant reports received by HHSC in connection with the Contract may be distributed by HHSC, in its discretion, to any other state agency and the Texas legislature. Any distribution may include posting on HHSC's website or the website of a standing committee of the Texas Legislature.

### **9.03 Other Confidential Information**

HHSC prohibits the unauthorized disclosure of Other Confidential Information. Contractor and all Contractor Agents will not disclose or use any Other Confidential Information in any manner except as is necessary for the WSD or the proper discharge of obligations and securing of rights under the Contract. Contractor will have a system in effect to protect Other Confidential Information. Any disclosure or transfer of Other Confidential Information by Contractor, including information requested to do so by HHSC, will be in accordance with the Contract. If Contractor receives a request for Other Confidential Information, Contractor will immediately notify HHSC of the request, and will make reasonable efforts to protect the Other Confidential Information from disclosure until further instructed by the HHSC.

Contractor will notify HHSC promptly of any unauthorized possession, use, knowledge, or attempt thereof, of any Other Confidential Information by any person or entity that may become known to Contractor. Contractor will furnish to HHSC all known details of the unauthorized possession, use, or knowledge, or attempt thereof, and use reasonable efforts to assist HHSC in investigating or preventing the reoccurrence of any unauthorized possession, use, or knowledge, or attempt thereof, of Other Confidential Information.

HHSC will have the right to recover from Contractor all damages and liabilities caused by or arising from Contractor or Contractor Agents' failure to protect HHSC's Confidential Information as required by this section.

**IN COORDINATION WITH THE INDEMNITY PROVISIONS CONTAINED IN THE VUTC, CONTRACTOR WILL INDEMNIFY AND HOLD HARMLESS HHSC FROM ALL DAMAGES, COSTS, LIABILITIES, AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES**

**AND COSTS) CAUSED BY OR ARISING FROM CONTRACTOR OR CONTRACTOR AGENTS FAILURE TO PROTECT OTHER CONFIDENTIAL INFORMATION. CONTRACTOR WILL FULFILL THIS PROVISION WITH COUNSEL APPROVED BY HHSC.**

## **ARTICLE X. DISPUTES AND REMEDIES**

### **10.01 Agreement of the Parties**

The Parties agree that the interests of fairness, efficiency, and good business practices are best served when the Parties employ all reasonable and informal means to resolve any dispute under the Contract before resorting to formal dispute resolution processes otherwise provided in the Contract. The Parties will use all reasonable and informal means of resolving disputes prior to invoking a remedy provided elsewhere in the Contract, unless HHSC immediately terminates the Contract in accordance with the terms and conditions of the Contract.

Any dispute, that in the judgment of any Party to the Agreement, may materially affect the performance of any Party will be reduced to writing and delivered to the other Party within 10 business days after the dispute arises. The Parties must then negotiate in good faith and use every reasonable effort to resolve the dispute at the managerial or executive levels prior to initiating formal proceedings pursuant to the VUTC and Texas Government Code §2260, unless a Party has reasonably determined that a negotiated resolution is not possible and has so notified the other Party. The resolution of any dispute disposed of by agreement between the Parties will be reduced to writing and delivered to all Parties within 10 business days of such resolution.

### **10.02 Operational Remedies**

The remedies described in this section may be used or pursued by HHSC in the context of the routine operation of the Contract and are directed to Contractor's timely and responsive performance of the WSD as well as the creation of a flexible and responsive relationship between the Parties. Contractor agrees that HHSC may pursue operational remedies for Items of Noncompliance with the Contract. At any time, and at its sole discretion, HHSC may impose or pursue one or more said remedies for each Item of Noncompliance. HHSC will determine operational remedies on a case-by-case basis which include, but are not, limited to:

- 1) Requesting a detailed Corrective Action Plan, subject to HHSC approval, to correct and resolve a deficiency or breach of the Contract;
- 2) Require additional or different corrective action(s) of HHSC's choice;
- 3) Suspension of all or part of the Contract or WSD;
- 4) Prohibit Contractor from incurring additional obligations under the Contract;
- 5) Issue stop Work Orders;
- 6) Assessment of liquidated damages as provided in the Contract;
- 7) Accelerated or additional monitoring;
- 8) Withholding of payments; and
- 9) Additional and more detailed programmatic and financial reporting.

HHSC's pursuit or non-pursuit of an operational remedy does not constitute a waiver of any other remedy that HHSC may have at law or equity; excuse Contractor's prior substandard performance, relieve

Contractor of its duty to comply with performance standards, or prohibit HHSC from assessing additional operational remedies or pursuing other appropriate remedies for continued substandard performance.

HHSC will provide notice to Contractor of the imposition of an operational remedy in accordance with this section, with the exception of accelerated monitoring, which may be unannounced. HHSC may require Contractor to file a written response as part of the operational remedy approach.

#### **10.03 Equitable Remedies**

Contractor acknowledges that if, Contractor breaches, attempts, or threatens to breach, any obligation under the Contract, the State will be irreparably harmed. In such a circumstance, the State may proceed directly to court notwithstanding any other provision of the Contract. If a court of competent jurisdiction finds that Contractor breached, attempted, or threatened to breach any such obligations, Contractor will not oppose the entry of an order compelling performance by Contractor and restraining it from any further breaches, attempts, or threats of breach without a further finding of irreparable injury or other conditions to injunctive relief.

#### **10.04 Continuing Duty to Perform**

Neither the occurrence of an event constituting an alleged breach of contract, the pending status of any claim for breach of contract, nor the application of an operational remedy, is grounds for the suspension of performance, in whole or in part, by Contractor of the WSD or any duty or obligation with respect to the Contract.

### **ARTICLE XI. DAMAGES**

#### **11.01 Availability and Assessment**

HHSC will be entitled to actual, direct, indirect, incidental, special, and consequential damages resulting from Contractor's failure to comply with any of the terms of the Contract. In some cases, the actual damage to HHSC as a result of Contractor's failure to meet the responsibilities or performance standards of the Contract are difficult or impossible to determine with precise accuracy. Therefore, if provided in the Contract, liquidated damages may be assessed against Contractor for failure to meet any aspect of the WSD or responsibilities of the Contractor. HHSC may elect to collect liquidated damages:

- 1) Through direct assessment and demand for payment to Contractor; or
- 2) By deducting the amounts assessed as liquidated damages against payments owed to Contractor for Work performed. In its sole discretion, HHSC may deduct amounts assessed as liquidated damages as a single lump sum payment or as multiple payments until the full amount payable by the Contractor is received by the HHSC.

#### **11.02 Specific Items of Liability**

Contractor bears all risk of loss or damage due to defects in the WSD, unfitness or obsolescence of the WSD, or the negligence or intentional misconduct of Contractor or Contractor Agents. Contractor will ship all equipment and Software purchased and Third Party Software licensed under the Contract, freight prepaid, FOB HHSC's destination. The method of shipment will be consistent with the nature of the items shipped and applicable hazards of transportation to such items. Regardless of FOB point, Contractor bears

all risks of loss, damage, or destruction of the WSD, in whole or in part, under the Contract that occurs prior to acceptance by HHSC. After acceptance by HHSC, the risk of loss or damage will be borne by HHSC; however, Contractor remains liable for loss or damage attributable to Contractor's fault or negligence.

Contractor will protect HHSC's real and personal property from damage arising from Contractor or Contractor Agents performance of the Contract, and Contractor will be responsible for any loss, destruction, or damage to HHSC's property that results from or is caused by Contractor or Contractor Agents' negligent or wrongful acts or omissions. Upon the loss of, destruction of, or damage to any property of HHSC, Contractor will notify HHSC thereof and, subject to direction from HHSC or its designee, will take all reasonable steps to protect that property from further damage. Contractor agrees, and will require Contractor Agents, to observe safety measures and proper operating procedures at HHSC sites at all times. Contractor will immediately report to the HHSC any special defect or an unsafe condition it encounters or otherwise learns about.

**IN COORDINATION WITH THE INDEMNITY PROVISIONS CONTAINED IN THE VUTC, CONTRACTOR WILL BE SOLELY RESPONSIBLE FOR ALL COSTS INCURRED THAT ARE ASSOCIATED WITH INDEMNIFYING THE STATE OF TEXAS OR HHSC WITH RESPECT TO INTELLECTUAL, REAL AND PERSONAL PROPERTY. ADDITIONALLY, HHSC RESERVES THE RIGHT TO APPROVE COUNSEL SELECTED BY CONTRACTOR TO DEFEND HHSC OR THE STATE OF TEXAS AS REQUIRED UNDER THIS SECTION.**

## **ARTICLE XII. TURNOVER**

### **12.01 Turnover Plan**

HHSC may require Contractor to develop a Turnover Plan at any time during the term of the Contract in HHSC's sole discretion. Contractor must submit the Turnover Plan to HHSC for review and approval. The Turnover Plan must describes Contractor's policies and procedures that will ensure:

- 1) The least disruption in the delivery the WSD during Turnover to HHSC or its designee; and
- 2) Full cooperation with HHSC or its designee in transferring the WSD and the obligations of the Contract.

### **12.02 Turnover Assistance**

Contractor will provide any assistance and actions reasonably necessary to enable HHSC or its designee to effectively close out the Contract and transfer the WSD and the obligations of the Contract to another vendor or to perform the WSD by itself. Contractor agrees that this obligation survives the termination, regardless of whether for cause or convenience, or the expiration of the Contract and remains in effect until completed to the satisfaction of HHSC.

## **ARTICLE XIII. ADDITIONAL LICENSE AND OWNERSHIP PROVISIONS**

### **13.01 HHSC Additional Rights**

HHSC will have ownership and unlimited rights to use, disclose, duplicate, or publish all information and data developed, derived, documented, or furnished by Contractor under or resulting from the Contract. Such data will include all results, technical information, and materials developed for or obtained by HHSC from Contractor in the performance of the WSD. If applicable, Contractor will reproduce and include HHSC's copyright, proprietary notice, or any product identifications provided by Contractor.

### **13.02 Third Party Software**

Contractor grants HHSC a non-exclusive, perpetual, license for HHSC to use Third Party Software and its associated documentation for its internal business purposes. HHSC will be entitled to use Third Party Software on the equipment or any replacement equipment used by HHSC, and with any replacement Third Party Software chosen by HHSC, without additional expense.

Terms in any licenses for Third Party Software will be consistent with the requirements of this section. Prior to utilizing any Third Party Software product not identified in the Solicitation Response, Contractor will provide HHSC copies of the license agreement from the licensor of the Third Party Software to allow HHSC to, in its discretion, object to the license agreement that must, at a minimum, provide HHSC with necessary rights consistent with the short and long-term goals of the Contract. Contractor will assign to HHSC all licenses for the Third Party Software as necessary to carry out the intent of this section.

Contractor will, during the Contract, maintain any and all Third Party Software at their most current version or no more than one version back from the most current version. However, Contractor will not maintain any Third Party Software versions, including one version back, if notified by HHSC that any such version would prevent HHSC from using any functions, in whole or in part, of HHSC systems or would cause deficiencies in HHSC systems.

### **13.03 Software and Ownership Rights.**

In accordance with 45 C.F.R. Part 95.617, all appropriate federal agencies will have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, translate, or otherwise use, and to authorize others to use for government purposes all WSD, materials, Custom Software and modifications thereof, source code, associated documentation designed, developed, or installed with Federal Financial Participation under the Contract, including but not limited to those materials covered by copyright.

## **ARTICLE XIV. MISCELLANEOUS PROVISIONS**

### **14.01 Ability to Perform**

In conjunction with the Permitting and Licensure requirements contained in the VUTC, Contractor must remain in good standing with all regulatory agencies throughout the term of the Contract. Failure to remain in good standing with all regulatory agencies constitutes a material breach of Contract. Contractor must maintain the financial resources to fund the capital expenditures required under the Contract without advances by HHSC or assignment of any payments by the HHSC to a financing source.

#### **14.02 Continuing Duty to Disclose**

Contractor acknowledges its continuing obligation to comply with the requirements of any affirmation or certification contained in the Contract, and will immediately notify HHSC of any changes in circumstances affecting those certifications.

#### **14.03 Conflicts of Interest**

Contractor warrants to the best of its knowledge and belief, except to the extent already disclosed to HHSC, there are no facts or circumstances that could give rise to a Conflict of Interest and further that Contractor or Contractor Agents have no interest and will not acquire any direct or indirect interest that would conflict in any manner or degree with their performance under the Contract. Contractor will, and require Contractor Agents, to establish safeguards to prohibit Contract Agents from using their positions for a purpose that constitutes or presents the appearance of personal or organizational Conflict of Interest, or for personal gain. Contractor and Contractor Agents will operate with complete independence and objectivity without actual, potential or apparent Conflict of Interest with respect to the activities conducted under the Contract.

Contractor agrees that, if after Contractor's execution of the Contract, Contractor discovers or is made aware of a Conflict of Interest, Contractor will immediately and fully disclose such interest in writing to HHSC. In addition, Contractor will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Contractor or by HHSC as a potential conflict. HHSC reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Contractor agrees to abide by HHSC's decision.

If HHSC determines that Contractor was aware of a Conflict of Interest and did not disclose the conflict to HHSC, such nondisclosure will be considered a material breach of the Contract. Furthermore, such breach may be submitted to the Office of the Attorney General, Texas Ethics Commission, or appropriate State or federal law enforcement officials for further action.

#### **14.04 Flow Down Provisions**

Contractor must include any applicable provisions of the Contract in all subcontracts based on the scope and magnitude of work to be performed by such Subcontractor. Any necessary terms will be modified appropriately to preserve the State's rights under the Contract.

#### **14.05 Recruitment Prohibition**

Contractor will not retain, without HHSC written consent, any person or entity utilized by HHSC in the development of the Solicitation or who participated in the selection of the Contractor for the Contract. Contractor will not recruit or employ any HHSC personnel who have worked on projects relating to the subject matter of the Contract, or who have had any influence on decisions affecting the subject matter of the Contract, for two (2) years following the completion of the Contract.

#### **14.06 Manufacturer's Warranties**

Contractor assigns to HHSC all of the manufacturers' warranties and indemnities relating to the WSD, including without limitation, Third Party Software, to the extent Contractor is permitted by the manufacturers to make such assignments to HHSC.

#### **14.07 Cooperation with HHSC Designees**

Contractor will cooperate with and work with State and federal agencies, other State contractors, subcontractors and third-party representatives as required by the WSD or requested by HHSC. Contractor personnel will cooperate at no charge to HHSC for purposes relating to the WSD. This cooperation specifically includes, but is not limited to:

- (1) The investigation and prosecution of fraud, abuse, and waste in the HHSC programs;
- (2) Audit, inspection, or other investigative purposes; and
- (3) Testimony in judicial or quasi-judicial proceedings relating to the Contract or other delivery of information requested by the HHSC or other agencies' investigators or legal staff.

#### **14.08 Notice of Litigation or Contract Action**

Contractor will notify HHSC of any litigation or legal matter related to or affecting the Contract within seven calendar days of becoming aware of the litigation or legal matter. Contractor will also notify HHSC if Contractor has had any contract suspended or terminated for cause by any local, state or federal department or agency or nonprofit entity within seven calendar days of such event. The notification required under this section will contain information sufficient for HHSC to independently confirm the action and to take appropriate actions.

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## Appendix D: Healthy Texas Women Certification

**Legal Business Name  
of Applicant:** \_\_\_\_\_

This certification pertains to the following billing or performing provider:

Provider Name \_\_\_\_\_  
Federal Tax ID Number \_\_\_\_\_ NPI  
Number \_\_\_\_\_

If provider does not have an NPI, Submission Date of Medicaid Application \_\_\_\_\_

Provider's primary billing address:

Street Address \_\_\_\_\_  
Street Address City/State/Zip Code \_\_\_\_\_  
Telephone Number \_\_\_\_\_

Provider's primary physical address:

Street Address \_\_\_\_\_  
Street Address City/State/Zip Code \_\_\_\_\_  
Telephone Number \_\_\_\_\_

### DEFINITIONS

For the purposes of this certification the following terms are defined as follows:

The term "*affiliate*" means:

An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:  
common ownership, management, or control;  
a franchise; or

the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term "*Promote*" means advancing, furthering, advocating, or popularizing elective abortion by, for example:  
taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;  
furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider;  
or  
using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.

My name is \_\_\_\_\_. I am the provider or, if the provider is an organization, I am the provider's (title or position) \_\_\_\_\_. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or if I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

1. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.  
☐ I affirm that this statement is true and correct.
2. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.  
☐ I affirm that this statement is true and correct.
3. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.  
☐ I affirm that this statement is true and correct.
4. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity, In particular:
  - a. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
  - b. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
  - c. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;
  - d. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.☐ I affirm that this statement is true and correct.
5. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.  
☐ I affirm that this statement is true and correct.

In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.
- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.
- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.
- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.
- If HHSC determines that I am ineligible to receive funds under the HTW Program:
  - a) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
  - b) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
  - c) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

**I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.**

If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows: (The effective date of the Certification spans from the date of form completion through the end of the Certification year.)

Effective Date of Certification \_\_\_\_\_ through 12/31/ \_\_\_\_\_

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

☐ Terminate HTW certification

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Appendix E: Women at or Below 200% FPL

### Women At or Below 200 % FPL - From Census Small Area Health Insurance Estimates 2013

#### Texas

	Number	Percent
Texas, all Regions	4,798,259	100%
Region 1	159,586	3.3%
Region 2	96,222	2.0%
Region 3	1,179,889	24.6%
Region 4	203,866	4.2%
Region 5	141,350	2.9%
Region 6	1,111,372	23.2%
Region 7	523,803	10.9%
Region 8	500,004	10.4%
Region 9	98,785	2.1%
Region 10	209,231	4.4%
Region 11	574,151	12.0%

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**Women At or Below 200  
% FPL**

**From Census Small Area Health Insurance  
Estimates 2013**

**Health Service  
Region - 1**

<b>COUNTY</b>	<b>Women at or Below 200 % FPL</b>	<b>% by County</b>
ARMSTRONG	266	0.2%
BAILEY	1,696	1.1%
BRISCOE	290	0.2%
CARSON	655	0.4%
CASTRO	1,885	1.2%
CHILDRESS	1,103	0.7%
COCHRAN	709	0.4%
COLLINGSWORTH	662	0.4%
CROSBY	1,414	0.9%
DALLAM	1,564	1.0%
DEAF SMITH	3,028	1.9%
DICKENS	370	0.2%
DONLEY	657	0.4%
FLOYD	1,261	0.8%
GARZA	799	0.5%
GRAY	3,540	2.2%
HALE	7,759	4.9%
HALL	747	0.5%
HANSFORD	872	0.5%
HARTLEY	539	0.3%
HEMPHILL	493	0.3%
HOCKLEY	4,044	2.5%
HUTCHINSON	3,680	2.3%
KING	51	0.0%
LAMB	3,078	1.9%
LIPSCOMB	514	0.3%
LUBBOCK	56,404	35.3%
LYNN	1,077	0.7%
MOORE	4,633	2.9%
MOTLEY	211	0.1%
OCHILTREE	1,687	1.1%
OLDHAM	325	0.2%
PARMER	2,109	1.3%
POTTER	28,121	17.6%
RANDALL	16,350	10.2%
ROBERTS	84	0.1%
SHERMAN	566	0.4%
SWISHER	1,567	1.0%
TERRY	2,692	1.7%
WHEELER	798	0.5%
YOAKUM	1,286	0.8%
<b>HSR 1 Total</b>	<b>159,586</b>	<b>100.0%</b>

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**Women At or Below 200 %  
FPL**

**From Census Small Area Health Insurance Estimates  
2013**

**Health Service Region - 2**

<b>COUNTY</b>	<b>Women at or Below 200 % FPL</b>	<b>% by County</b>
ARCHER	1,106	1.1%
BAYLOR	684	0.7%
BROWN	6,945	7.2%
CALLAHAN	2,202	2.3%
CLAY	1,411	1.5%
COLEMAN	1,788	1.9%
COMANCHE	2,697	2.8%
COTTLE	327	0.3%
EASTLAND	3,468	3.6%
FISHER	587	0.6%
FOARD	245	0.3%
HARDEMAN	769	0.8%
HASKELL	975	1.0%
JACK	1,295	1.3%
JONES	2,676	2.8%
KENT	120	0.1%
KNOX	783	0.8%
MITCHELL	1,143	1.2%
MONTAGUE	3,193	3.3%
NOLAN	2,906	3.0%
RUNNELS	1,893	2.0%
SCURRY	2,497	2.6%
SHACKELFORD	537	0.6%
STEPHENS	1,686	1.8%
STONEWALL	233	0.2%
TAYLOR	25,848	26.9%
THROCKMORTON	243	0.3%
WICHITA	22,325	23.2%
WILBARGER	2,570	2.7%
YOUNG	3,070	3.2%
<b>HSR 2 Total</b>	<b>96,222</b>	<b>100.0%</b>

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**Women At or Below  
200 % FPL**

**From Census Small Area Health Insurance  
Estimates 2013**

**Health Service Region - 3**

<b>COUNTY</b>	<b>Women at or Below 200 % FPL</b>	<b>% by County</b>
COLLIN	77,422	6.6%
COOKE	6,176	0.5%
DALLAS	523,961	44.4%
DENTON	81,800	6.9%
ELLIS	23,896	2.0%
ERATH	7,946	0.7%
FANNIN	5,547	0.5%
GRAYSON	20,949	1.8%
HOOD	6,598	0.6%
HUNT	16,419	1.4%
JOHNSON	23,783	2.0%
KAUFMAN	16,596	1.4%
NAVARRO	10,411	0.9%
PALO PINTO	5,625	0.5%
PARKER	14,534	1.2%
ROCKWALL	7,745	0.7%
SOMERVELL	1,240	0.1%
TARRANT	320,676	27.2%
WISE	8,565	0.7%
<b>HSR 3 Total</b>	<b>1,179,889</b>	<b>100%</b>

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.



**Women At or Below  
200 % FPL**

**From Census Small Area Health Insurance  
Estimates 2013**

**Health Service Region - 4**

<b>COUNTY</b>	<b>Women at or Below 200 % FPL</b>	<b>% by County</b>
ANDERSON	8,602	4.2%
BOWIE	17,113	8.4%
CAMP	2,800	1.4%
CASS	5,650	2.8%
CHEROKEE	10,647	5.2%
DELTA	972	0.5%
FRANKLIN	1,964	1.0%
GREGG	22,536	11.1%
HARRISON	11,989	5.9%
HENDERSON	14,841	7.3%
HOPKINS	6,946	3.4%
LAMAR	9,866	4.8%
MARION	1,969	1.0%
MORRIS	2,615	1.3%
PANOLA	3,761	1.8%
RAINS	1,861	0.9%
RED RIVER	2,495	1.2%
RUSK	8,611	4.2%
SMITH	38,388	18.8%
TITUS	7,514	3.7%
UPSHUR	6,817	3.3%
VAN ZANDT	8,958	4.4%
WOOD	6,951	3.4%
<b>HSR 4 Total</b>	<b>203,866</b>	<b>100.0%</b>

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**Women At or Below 200 % FPL**  
**From Census Small Area Health Insurance**  
**Estimates 2013 Health Service Region - 5**

<b>COUNTY</b>	<b>Women at or Below 200 % FPL</b>	<b>% by County</b>
ANGELINA	18,460	13.1%
HARDIN	7,547	5.3%
HOUSTON	4,227	3.0%
JASPER	6,496	4.6%
JEFFERSON	46,964	33.2%
NACOGDOCHES	13,788	9.8%
NEWTON	2,492	1.8%
ORANGE	13,198	9.3%
POLK	8,089	5.7%
SABINE	1,714	1.2%
SAN AUGUSTINE	1,767	1.3%
SAN JACINTO	4,779	3.4%
SHELBY	5,660	4.0%
TRINITY	2,790	2.0%
TYLER	3,379	2.4%
<b>HSR 5 Total</b>	<b>141,350</b>	<b>100.0%</b>

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

## Women At or Below 200 % FPL

From Census Small Area Health Insurance Estimates  
2013

### Health Service Region - 6

COUNTY	Women at or Below 200 % FPL	% by County
AUSTIN	4,089	0.4%
BRAZORIA	40,902	3.7%
CHAMBERS	3,923	0.4%
COLORADO	3,460	0.3%
FORT BEND	68,183	6.1%
GALVESTON	43,326	3.9%
HARRIS	836,220	75.2%
LIBERTY	13,512	1.2%
MATAGORDA	6,756	0.6%
MONTGOMERY	64,343	5.8%
WALKER	10,972	1.0%
WALLER	8,138	0.7%
WHARTON	7,548	0.7%
<b>HSR 6 Total</b>	<b>1,111,372</b>	<b>100.0%</b>

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**women At or Below 200  
% FPL**

**From Census Small Area Health Insurance  
Estimates 2013**

**Health Service  
Region - 7**

<b>COUNTY</b>	<b>Women at or Below 200 % FPL</b>	<b>% by County</b>
BASTROP	13,121	2.5%
BELL	63,113	12.0%
BLANCO	1,456	0.3%
BOSQUE	2,946	0.6%
BRAZOS	44,561	8.5%
BURLESON	2,758	0.5%
BURNET	7,098	1.4%
CALDWELL	7,945	1.5%
CORYELL	14,013	2.7%
FALLS	3,328	0.6%
FAYETTE	3,309	0.6%
FREESTONE	3,066	0.6%
GRIMES	4,314	0.8%
HAMILTON	1,443	0.3%
HAYS	27,590	5.3%
HILL	6,826	1.3%
LAMPASAS	3,428	0.7%
LEE	2,428	0.5%
LEON	2,735	0.5%
LIMESTONE	4,445	0.8%
LLANO	2,736	0.5%
MADISON	50,615	9.7%
MCLENNAN	2,408	0.5%
MILAM	4,562	0.9%
MILLS	874	0.2%
ROBERTSON	3,352	0.6%
SAN SABA	1,106	0.2%
TRAVIS	181,409	34.6%
WASHINGTON	5,173	1.0%
WILLIAMSON	51,645	9.9%
<b>HSR 7 Total</b>	<b>523,803</b>	<b>100.0%</b>

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**women At or Below 200  
% FPL**

**From Census Small Area Health Insurance  
Estimates 2013**

**Health Service  
Region - 8**

<b>COUNTY</b>	<b>Women at or Below 200 % FPL</b>	<b>% by County</b>
ATASCOSA	9,105	1.8%
BANDERA	2,804	0.6%
BEXAR	346,692	69.3%
CALHOUN	3,991	0.8%
COMAL	13,462	2.7%
DEWITT	3,028	0.6%
DIMMIT	2,579	0.5%
EDWARDS	359	0.1%
FRIO	3,510	0.7%
GILLESPIE	3,233	0.6%
GOLIAD	1,014	0.2%
GONZALES	4,348	0.9%
GUADALUPE	19,872	4.0%
JACKSON	2,231	0.4%
KARNES	2,027	0.4%
KENDALL	3,526	0.7%
KERR	7,748	1.5%
KINNEY	504	0.1%
LA SALLE	1,226	0.2%
LAVACA	2,766	0.6%
MAVERICK	15,928	3.2%
MEDINA	7,513	1.5%
REAL	628	0.1%
UVALDE	6,383	1.3%
VAL VERDE	10,163	2.0%
VICTORIA	16,370	3.3%
WILSON	5,567	1.1%
ZAVALA	3,427	0.7%
<b>HSR 8 Total</b>	<b>500,004</b>	<b>100.0%</b>

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

## Women At or Below 200 % FPL

From Census Small Area Health Insurance Estimates  
2013

### Health Service Region - 9

COUNTY	Women at or Below 200 % FPL	% by County
ANDREWS	2,291	2.3%
BORDEN	66	0.1%
COKE	494	0.5%
CONCHO	447	0.5%
CRANE	644	0.7%
CROCKETT	620	0.6%
DAWSON	2,268	2.3%
ECTOR	27,494	27.8%
GAINES	3,771	3.8%
GLASSCOCK	118	0.1%
HOWARD	5,602	5.7%
IRION	185	0.2%
KIMBLE	791	0.8%
LOVING	16	0.0%
MARTIN	813	0.8%
MASON	688	0.7%
MCCULLOCH	1,627	1.6%
MENARD	405	0.4%
MIDLAND	19,938	20.2%
PECOS	2,388	2.4%
REAGAN	500	0.5%
REEVES	2,238	2.3%
SCHLEICHER	530	0.5%
STERLING	101	0.1%
SUTTON	545	0.6%
TERRELL	144	0.1%
TOM GREEN	20,662	20.9%
UPTON	477	0.5%
WARD	1,737	1.8%
WINKLER	1,185	1.2%
<b>HSR 9</b>	<b>98,785</b>	<b>100.0%</b>

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**Women At or Below 200 %  
FPL**

**From Census Small Area Health Insurance**

**Estimates 2013 Health Service Region - 10**

<b>COUNTY</b>	<b>Women at or Below 200 %</b>	<b>% by County</b>
BREWSTER	1,612	0.8%
CULBERSON	536	0.3%
EL PASO	204,281	97.6%
HUDSPETH	882	0.4%
JEFF DAVIS	295	0.1%
PRESIDIO	1,625	0.8%
<b>HSR 10 Total</b>	<b>209,231</b>	<b>100.0%</b>

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**Women At or Below 200 % FPL  
From Census Small Area Health Insurance  
Estimates 2013**

**Health Service Region - 11**

<b>COUNTY</b>	<b>Women at or Below 200 % FPL</b>	<b>% by County</b>
ARANSAS	4,015	0.7%
BEE	5,575	1.0%
BROOKS	1,736	0.3%
CAMERON	120,451	21.0%
DUVAL	2,245	0.4%
HIDALGO	238,742	41.6%
JIM HOGG	1,172	0.2%
JIM WELLS	8,378	1.5%
KENEDY	100	0.0%
KLEBERG	6,618	1.2%
LIVE OAK	1,464	0.3%
MCMULLEN	49	0.0%
NUECES	68,351	11.9%
REFUGIO	1,149	0.2%
SAN PATRICIO	11,644	2.0%
STARR	18,922	3.3%
WEBB	74,695	13.0%
WILLACY	5,168	0.9%
ZAPATA	3,677	0.6%
<b>HSR 11 Total</b>	<b>574,151</b>	<b>100.0%</b>

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.



# **Attachment B – Contractor’s Revised Program Forms**

**FORM H: FUNDING REQUEST AND CLIENTS SERVED****Legal Business Name of  
Respondent:**The Heidi Group**Funding Requests**

Funding requests must be based on the total cost of providing services and conducting activities that enhance the clinical outcomes of HTW Fee-for-Service clients. These activities may include but are not limited to:

- Assisting eligible women with enrollment into the HTW Fee-for-Service Program;
- Direct clinical care for women deemed presumptively eligible for the HTW Fee-for-Service Program;
- Staff development and training related to HTW Fee-for-Service Program service delivery; and
- Client and community based educational activities related to the HTW Fee-for-Service Program.

<b>Total Funding Request</b>	\$ 1,649,531
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**Clients Served:**

The number of clients a respondent intends to serve through the HTW Fee-for-Service Program will be used to assess, in part, the respondent's effectiveness in providing the proposed support services under the contract resulting from this RFP.

NOTE: This total must be a reasonable estimate of the number of Unduplicated Clients the respondent proposes to serve in the HTW Fee-for-Service Program.

1. **Clinical Services:** Enter the number of Unduplicated Clients respondent intends to serve in the HTW Fee-for-Service Program during the term of the contract in the table below:

**Table 1: Clinical Services**

<b>Proposed Number of Clinical Clients to be Served:</b>	50,610
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## **Form I: Work Plan**

### **Program Administration and Management**

A. The Heidi Group plans to provide the following services to support 16 subcontractors at 20 clinic sites:

- Administrative support through RFP and billing process for smaller clinics and physician's offices who lack the resources to apply on their own
- Training on the Healthy Texas Women Program
- Education about other state health programs for low income clients
- Training on screening for eligibility and how to assess all programs clients are eligible for
- Community outreach strategies to help clinics recruit and enroll more patients
- Provision of written materials for use in office and in community
- Creation of standard manuals on Quality Assurance/Quality Improvement, Human Resources, Policies and Procedures, Billing, and more
- On-site and teleconference trainings on standard topics, as well as customized to meet the needs of individual clinics
- Regular audits and site inspections of all subcontractors
- Consulting expertise as needed

B. The Priority Population to be served is low income women in at least 60 counties. Of these counties, the Texas Department of Housing and Community Affairs classified 26 as urban and 36 as rural. The population includes women living in inner cities and outlying farming communities, racial minorities, college students, and young mothers, often single. The age range of the Priority Population is girls and women, 15-44 years old.

C. THG's infrastructure includes:

THG is governed by a board of directors. The Executive Director and CEO are charged with implementing the board's policies, procedures, and directions, as well as for strategic planning and fundraising for THG and other associated nonprofits. Support staff carries out daily operations. The CFO reviews the Accounting Admin's records, outlines potential issues, and completes the Form 990. The Accounting Admin handles the day-to-day accounting, including accounts payable. The Data Entry Clerk is responsible for donor relations.

THG will conduct an initial two-day training for subcontractor staff. THG Clinical Program Director and the Compliance Specialist will train with Policies and Procedures manuals with job descriptions for each employee. We will conduct a telephone conference for initial strategic planning, then hold meetings with subcontractors' Office Managers and Medical Directors to reinforce and follow up on subcontractor's policies and procedures, strategic plan, and budget. THG will request a report be completed at the end of every month by each subcontractor to track progress in meeting subcontractor's goals. Front office goals will be determined by the subcontractor's Office Manager and Medical Director and shared with staff.

Subcontractor protocols will be reviewed and a meeting with all subcontractor clinicians will be held to discuss the new programs and answer questions. A meeting of all employees will be held (wherever possible) to discuss programs and answer questions.

Subcontractor management teams will select one employee responsible for outreach. THG trainers will instruct outreach person as well as provide a calendar of potential opportunities for outreach. THG staff will be available to supplement outreach as necessary.

Subcontractors will have immediate access to THG staff through 800 numbers, cell phone numbers, email, and texts.

D. No subcontractor clinics are currently conducting research on individuals who receive services through any HHSC-funded programs.

E. The Heidi Group organizational chart is attached.

#### F. Job Descriptions

**Medical Director:** The Medical Director must be a licensed medical doctor in good standing with the state of Texas. The Medical Director assumes overall responsibility for clinical services by offering guidance and supervision to staff of THG and medical directors of subcontractors. The Medical Director develops and implements policies, procedures, and processes pertaining to medical services, ensuring that all clinics are in compliance with Federal, State, and Local laws. The Medical Director may assist with protocols/standing orders and is available to staff of THG and subcontractors for assistance in the delivery of quality medical care. The Medical Director monitors training programs of subcontractors to uphold the highest standard of health care, ensuring that the policies and regulations are being properly implemented and followed to successful execution.

**Program Clinical Director:** The Program Clinical Director must be a licensed registered nurse or a licensed vocational nurse in good standing with the state of Texas. This person oversees the Quality Assurance Specialist and the Compliance Specialist. This director's overall responsibility is ensuring Quality Assurance and Quality Improvement of delivery of services through subcontractors. This person will be available to subcontractors for assistance in developing Quality Assurance/Quality Improvement policies and procedure. The Program Clinical Director must:

- Devise sampling procedures and directions for recording and reporting quality data
- Review implementation and efficiency of quality and inspection systems
- Document audits and other Quality Assurance activities
- Coordinate and support on-site subcontractor audits
- Evaluate audit results and compile statistical quality data for reporting
- Evaluate audit findings and implement appropriate corrective actions
- Identify training needs and organize training interventions to meet quality standards
- Monitor risk management activities
- Assure ongoing compliance with Quality Assurance/Quality Improvement
- Investigate complaints and non-conformance issues

The Program Clinical Director is available for subcontractor in-service training and speaking engagements.

**Eligibility Specialist:** The Eligibility Specialist is responsible for reviewing and screening client applications and documents necessary to determine eligibility of a patient prior to provision of medical care. The Specialist must be familiar with necessary documents and able to interview patients. The Specialist must review applications for accuracy and integrity. The Specialist is responsible for advising patients of all programs patient might access. This person must be able to handle multiple tasks and be well organized to process multiple cases. The Specialist must enter data and maintain records. If a patient does not present all necessary documents or needs additional help, the Specialist should offer assistance and direction. If a Specialist suspects fraud or false statements, they must immediately be reported to the Chief Financial Officer or Executive Director.

**Billing Specialist:** The Billing Specialist reviews coding on patient Super Bills (codes correspond to patient's procedures and diagnosis as recorded by medical team), maintains records to ensure accuracy, bills electronically, and trains subcontractor staff in electronic billing. This person maintains all patient financial account records and follows up on rejected/denied claims. The Specialist must have a high school diploma with up to two years' experience in the medical billing field. They must have knowledge of billing concepts and practices and be able to bill electronically.

**Clinicians:** The medical team will include medical doctors, and mid-level providers such as physician's assistants, nurse practitioners, and nurse midwives. All clinicians must be licensed and in good standing with the State of Texas. THG's Medical Director, Noreen Johnson, M. D. is Board Certified by the American Board of Obstetrics and Gynecology.

G. THG will design the budget based on the number of subcontractor clinics and the needs of each community. The number of staff hired at THG is an estimate based on the projected needs of serving our current list of subcontractors. The budget is based on research and best estimates of costs for each element of the staff training, quality assurance, and marketing plans. It has been estimated, and will continue to be designed, in cooperation with subcontractors.

THG will conduct training and continue to work closely with each subcontractor to help them implement the budgets on an individual basis.

Budget monitoring will be done monthly. THG will work with each subcontractor clinic to set monthly budget goals and provide forms for monthly reporting. We will conduct monthly calls with each clinic to see how subcontractors are meeting goals and, if they are falling short, to discuss how we might help facilitate changes. These functions will be performed primarily by the Billing Specialist.

To ensure activities under Program Administration and Management are reasonable, achievable, and measurable, THG will set the following goals:

- Hire new staff members, including a Program Clinical Director, Eligibility Specialist, and Billing Specialist
- Create implementation plan and standard policy and procedure manuals for all subcontractor clinics
- Create training calendar and community education plan for all subcontractor clinics

The first step chronologically will be to hire staff. Next, we will discuss the needs of each clinic and develop a plan. Then we will begin training and community education activities. The persons responsible for hiring will be the CEO, Carol Everett, and the Executive Director, Deanna Morrice. Outreach and assessment will be performed by the Program Clinical Director and Compliance Specialist.

Needs assessments will be conducted within two weeks of contract award. Community education and training will begin after July 1.

To evaluate the effectiveness of Program Administration activities, THG will:

- Offer monthly conference calls to answer questions and encourage subcontractors.
- Subcontractors will submit monthly reports to track progress and analyze success. If subcontractor is not meeting established goals, adjustments will be made immediately.
- THG will conduct quarterly on-site reviews/audits of procedures and assess the number of patients successfully served, billed, and payments received.
- THG will send encouragement by email and occasional telephone calls.

## Quality Assurance

The Heidi Group (THG) defines Quality Assurance (QA) as the prevention of problems through planned and systematic activities including every facet of serving a patient, from the first contact until medical care is delivered, billed, and payment is received. The QA system will document the structure, responsibilities and procedures required to achieve effective quality management and delivery of services. Processes will be established to monitor services, and to identify staff responsible for ensuring that identified processes are implemented and documented including the role of the QA Committee for each subcontractor facility. The subcontractor Medical Directors and QA teams will internally develop activities to identify areas in need of improvement, activities to ensure correction, and follow-up to ascertain correction. Utilization of client satisfaction surveys will be a major part of the system to identify and monitor adverse outcomes. These will be given to every patient at every encounter.

Processes for identifying performance and outcome measures will be delivered by THG training. Each subcontractor Medical Director will develop protocols and Standing Delegation Orders for that facility. THG will ensure all contractors adhere to the local, state, and federal laws including but not limited to HIPPA and OSHA. THG will strive to promote and protect the health, safety, and well-being of both employees and patients by providing responsive, independent assessments and monitoring of services through respectful relationships. THG goals will be process driven, pro-active, with staff functions clearly defined and problems quickly identified and improved. Audits will define process selection of tools and trainings.

THG QA Team will be supervised by the Medical Director, who must be a licensed Texas physician in good standing. In addition to the Medical Director, THG QA Team will consist of the Program Clinical Director (an RN or LVN), the Quality Assurance Specialist (at least a certified medical technician), and the Compliance Specialist (a medical technician or equivalent). Trainings will be provided by members of the QA Team including but not limited to the Program Clinical Director and Quality Assurance Specialist. The Executive Director may participate as well.

Each subcontractor will develop a QA Committee consisting of the Medical Director, key medical providers, nursing staff, medical technician/lab tech, and office manager to hold monthly QA meetings to address issues, adverse reports, and correction plans. Two members of the Committee will follow-up on an adverse report to determine correction. This team will assure ongoing excellence in the quality and safety of care and services delivered.

THG will utilize the S.M.A.R.T plan to assure the quality of medical services by evaluating performance against a standard of specified requirements for providers. S.M.A.R.T. objectives are aimed at continuously improving effectiveness in providing overall patient centered health care.

S – Specific

M – Measurable

A – Achievable

R – Realistic

T – Time Oriented

THG will establish SPECIFIC, well-defined goals for program delivery. The Medical Director of each subcontractor is responsible for the level of quality and safety at the clinic. The QA/QI Committee prepares periodic reports developed through QA activities.

Goals will be evaluated and MEASURED for effectiveness. Program progress measurements allow QA Committees to measure various areas of the project, managers and teams including front office, medical and billing. Obstacles are identified as well as methods to avoid negative outcomes and improve on identified issues. The measurement process defines how the programs flow.

THG and each subcontractor – external and internal teams – along with key personnel must agree that goals established by the measurement phase are REALISTIC. Risks and opportunities for improvement should be identified to determine potential changes in the measuring phase.

It is imperative to establish TIME based goals that are achievable. As we define our timeline for the fourteen month contract period, we will plan to measure and track success and achieve unilateral agreement with subcontractors on how to measure success. Clear definition of stages to reach attainable goals is imperative for successful program implementation.

Proposed Timeline in Chronological Order:

Initial visit to assess clinics, accomplished as soon as contract is awarded  
Develop materials specific to each subcontractor within two weeks of contract award  
Training within two weeks of material development  
Begin quarterly audits after trainings are complete

Though S.M.A.R.T, THG will implement the following steps of development:

- Learn
- Plan
- Define
- Build
- Launch
- Review
- Assess
- Improve

THG management team will define (Learn) the scope of practice for the front office, social workers, and the medical team while establishing points for analysis and management of the programs to assure productivity, profitability, effective work-place efficiency, job satisfaction, employee morale, and continuous productivity as well as ways to improve delivery of services. Communication with front office staff, billing staff, and medical teams are vital to the success of the program. Billing personnel will be trained to post, bill electronically, track payments, resolve patient billing complaints, follow-up denied and rejected claims. Communication/team building will be established through training and ongoing staff meetings to communicate the importance of service delivery and every legal requirement. Establishing quality policy and objectives provide the team directions and open the door for regular management reviews. THG will ensure that



required referral resources are provided including leadership tools to facilitate process and employment reviews.

THG initial training will establish a QA implementation team PLAN to identify key processes and involve employees to open the door for ongoing communication. Subcontractors will be trained to conduct their own internal QA activities of medical services and front office procedures with the Medical Director and office manager in the lead. Employee participation will allow for open management review.

Subcontractor Medical Directors will review patient charts and entries by the medical assistant, practitioners, and ancillary service providers weekly. Monthly, the supervising physician will review 25% of patient charts. The supervising physician will report potential areas for improvement to the QA Committee. The QA Committee gathers, analyzes, and reports feedback to the Medical Director and QA Committee monthly. The QA Committee utilizes adverse outcome reports to develop improvement measures and change protocols if necessary.

BUILDing the QA manual will include developing the mandatory procedures, operational procedures, and auditing tools. Compliance goals will match with performance standards to serve as benchmarks for audits. THG QA trainers will select and train internal auditors in each subcontractor office with the goal of internal management review of processes.

The LAUNCH will include THG two-day on-site subcontractor staff training in the system, implementing policies and procedures of the program, the QA system, auditing the QA system, and management review.

Following training, THG staff will REVIEW by beginning the process of on-site auditing on a quarterly basis until systems are well established and then move to an unannounced annual audits. This will facilitate refinement of the system and the opportunity to implement system changes if necessary. Internal management review will enhance THG audits.

The ASSESS portion of THG QA program will include an initial on-site audit prior to training to access procedures. Training will correct non-conformance procedures and allow corrective actions. On-site quarterly audits will continue assessment until the program is implemented to THG QA standards.

Patients will be given an anonymous client satisfaction survey at each visit. Patient Satisfaction Forms will be placed strategically around each facility to enable anonymous reporting. Subcontractor management teams will immediately address any concerns or complaints.

THG QA System will document protocols, policy and procedures for front office, billing and medical team with job descriptions for each staff member, and details of what and how medical records are stored (locked cabinets). Management will be interviewed for commitment to programs and QA commitments. THG team will provide resources for areas of need. THG team will be on-call 24 hours a day for assistance or support as indicated.

## **Professional Development**

Currently, subcontractor clinics vary greatly in their approach to professional development. Some do very little and all staff development is provided by the overseeing physician. Others provide training for all staff when they're hired in addition to quarterly training for all personnel. Some clinics provide specific training on eligibility and billing, while others do not but would like to offer these opportunities. Some clinics utilize an annual review process and client surveys to determine needs for future professional development opportunities.

A. The Heidi Group (THG) will conduct surveys of each subcontractor clinic to determine the greatest area of need for professional development for each individual facility. THG will begin by providing an initial training to all clinics on the Healthy Texas Women Program to ensure they understand eligibility requirements and covered services. Training will cover how eligibility is determined, the enrollment process, how billing and reimbursement work, and will clearly define the clinic's role in eligibility and enrollment.

Following the initial evaluation and the initial training, quarterly reviews/audits will be performed at all clinics to determine ongoing needs. At each review/audit, the Quality Assurance Specialist of THG will review 25 percent of each clinic's patient charts and surveys to assess potential topics for future trainings.

Subcontractor Medical Teams will be encouraged to attend DSHS trainings for:

- Family Planning Guidelines for Programs
- Clinical Conference
- Medical Billing Practices
- Community Awareness Strategies

THG will hold an initial two-day training and additional trainings quarterly at the time of the quarterly audits on-site at all subcontractor clinics. THG will offer a list of other organizations and companies for on-site subcontractor trainings. For instance, Stericycle will be suggested for training on hazardous waste and blood borne pathogen training. Pharmaceutical companies may be utilized for training on LARCs.

In addition, THG will provide professional development in the following areas:

- Basics of the Healthy Texas Women Program, including eligibility criteria, covered services, and enrollment process
- Other state health programs
- Medical billing in state programs
- Records storage and patient privacy, HIPAA, and OSHA
- Technology security
- Serving diverse client populations
- Recognizing abuse
- Customer service for the patient
- Website and social media expectations

- Internal auditor training

B. Front office staff will be trained in control of documents, internal audits, and control of non-conforming issues, corrective actions and preventative actions. As previously mentioned, billing clerks will be trained in proper billing techniques. Medical teams will be trained in QA procedures including chart recording, complication reporting, drug storage, sterilization techniques, and examination. Every employee will be trained in local, state, and federal laws including HIPPA and OSHA standards. Employees will be encouraged to view their role as vital to the overall productivity of the subcontractor.

Professional development will be done quarterly at all subcontractor clinics. THG will assist in scheduling and providing these as necessary, as well as in locating online training opportunities and informing clinics of all state trainings.

THG will provide materials to all clinics to be given to new employees when they are first hired. These will cover:

- Facility Policies and Procedures with a personal specific job description
- Details of the Program with specific attention to scheduling an appointment for a potential program patient

For the THG, the Program Clinical Director will be in charge of attending HHSC required trainings. This person will also communicate these training opportunities to subcontractor clinics and maintain a list of facility contacts for overseeing the training at that clinic.

To ensure these activities are reasonable, achievable, and measurable, THG will set a goal of four trainings per clinic per year. We will ensure twice per year trainings on LARCs, once a year on all methods of birth control and contraceptives, diabetes control, and balanced diets. We will ensure monthly teleconference opportunities are provided, at least twelve per year. THG will develop a standard list of topics for use by each clinic as well as a database of state trainings, online options, and a speakers' bureau. Clinic in-service training calendars will be checked at each audit to ensure goals are being met.

The first chronological step will be to provide all clinics with the basic training on the Healthy Texas Women Program. Next, we will conduct an assessment of the subcontractor clinics to determine which professional development topics are most needed. Finally we will develop the schedule and plan for future training.

At THG, the Quality Assurance Specialist will be responsible for assessing clinics' needs and determining which trainings are provided. The Compliance Specialist will be responsible for ensuring clinics follow the schedule and meet annual goals.

Initial facility inspection will occur two weeks following contract award. Basic trainings on the Healthy Texas Women Program will be provided no later than four weeks following contract award. We will complete our evaluation of additional training needs by the initial facility

inspection. The schedule of 2016 trainings will be in place within two weeks following contract award.

THG will train facility staff on each form of outreach and advertising that is being performed to recruit new clients so staff will be prepared callers with questions. Positive talking points will be prepared and customized to each facility to prepare telephone and website personnel.

To evaluate the success of professional development, THG will conduct pre- and post-training assessments of clinic employees. We will also conduct surveys of office managers and medical directors of subcontractor clinics for feedback on the effectiveness of trainings on office management and operation. THG will also compare available patient surveys before and after trainings if the comments address the areas of the training.

**Recruitment**

Currently, subcontractor clinics are engaged in a wide range of outreach, in-reach, and education activities. Most participate in local health fairs, advertising their services and providing health screenings to the public. Many are also active on local high school, community college, and university campuses, providing health education programs, birth control classes, campus health fairs, and working with medical schools to advertise women's health programs. Some of our subcontractor clinics supply written materials at community locations, such as schools, grocery stores, women's shelters, non-profit organizations, pregnancy resource centers, WIC offices, and YMCAs. Other outreach strategies include social media campaigns, signage and billboards throughout the service area, newspaper, radio, and television ads. A few of our subcontractor clinics rely almost entirely on their web presence and word of mouth advertising to locate new clients.

Current in-reach activities include brochures and flyers in the office, videos in the reception room, and direct communication with office staff.

The Heidi Group (THG) intends to take the strategies that have been successful for subcontractor clinics and provide support and materials so the outreach, in-reach, and educational activities are accomplished in every county in our service area.

THG will work with subcontractor clinics to ensure all current and past clients are contacted and informed of the Healthy Texas Women Program, and other state programs, to assess the patient's eligibility for services. We will also ensure all clinics have a web and/or social media presence, and work with each clinic on search engine optimization and Google key word advertising for paid search ads. THG will also provide social media consulting and resources for subcontractors, offering customized posts twice weekly. For interested subcontractors, we will consult and assist with Twitter advertising as well.

THG website will include a searchable zip code directory so potential patients can locate the nearest provider. For all advertising and promotional materials, we will establish an 800 number that will directly connect the caller to the nearest clinic. The 800 number bills will assist in analyzing effectiveness of each method of outreach. The 800 bill will show which subcontractor the caller was directed to and the length of the call which will allow THG, in cooperation with the subcontractor, to determine how many calls were received and how many ended with an eligible patient, served and billed.

THG has identified health fairs in each county of our service area and will work with subcontractors to ensure they have a presence at these fairs, providing materials and manpower as needed if clinics lack sufficient staff.

THG intends to record public service announcements in English and Spanish, two 15-second and two 30-second, for television and radio for PSAs in all served counties. PSAs often air at odd, non-peak times, which studies show is often when our target population is watching television.

THG will print and provide signs and brochures for distribution throughout each subcontractor's community with information on the Healthy Texas Women Program with customized subcontractor clinic information. One common brochure will be created, with customized stickers added with the contact information of the nearest subcontractor clinic. Promotional materials will be provided to various locations around the community, such as Goodwill, Salvation Army, women's centers, pregnancy resource centers, WIC offices, and school campuses. Printed materials will also include door hangers. THG will work with volunteers and community service groups to distribute door hangers to neighborhoods with high percentages of patients in the target population.

THG will provide evaluation cards to current patients along with materials they can pass on to others to encourage word-of-mouth referrals.

In some areas, THG will research the effectiveness of large-scale advertising such as billboards, bus ads, and ads in other public places. THG will distribute information about local Healthy Texas Women providers to college, trade school, and university campuses as well as include the same information in coupon books and campus newspapers.

In-reach to current patients will be accomplished through written materials and interactions with clinic staff. All current patients will be contacted and assessed for eligibility for HTW and other state programs. Staff will also discuss with patients other programs for which they may be eligible.

For interested clinics, health education videos may be provided for waiting room televisions.

For education, subcontractor clinics who are already engaged in speaking at local schools, classes, community programs, and health fairs will be encouraged to continue. THG will assist with possible expansion of existing plans. For those not engaged in community education activities, THG will work to develop a plan and locate opportunities, and provide speakers if needed.

To ensure recruitment activities are reasonable, achievable, and measurable, during the 14-month contract period, the goal will be to provide written materials for each clinic, identify at least one health fair for each clinic to participate in, update the web presence of each clinic, film and record four PSAs (two of 15 seconds and 30 seconds in both English and Spanish), and identify which additional methods of outreach and in-reach will be most effective in each county.

The chronological sequence will begin with assessing current activities and most effective strategies, filming and recording the PSAs, updating web presences, and printing all necessary materials.

At THG, the CEO will be the primary person responsible for these activities. This person will be in charge of coordinating activities for all subcontractors, working as necessary with subcontractor office managers, office staff, eligibility staff, and/or medical teams engaged in community education.

THG plans to complete preliminary assessments and have plans for each subcontractor clinic in place four weeks after contract award. By July 1, 2016, THG will begin evaluation and updating

of websites. Local health fairs have been identified in FORM M of this application. PSAs will be recorded within four weeks after contract award.

To evaluate each activity, THG will provide surveys and telephone flip charts to each subcontractor clinic that include the question "How did you hear about us?" to assess the most effective methods of outreach. THG's 800 direct connect telephone bill will facilitate recruitment effectiveness. We will also track the number of Healthy Texas Women clients each clinic sees before and after outreach activities and assess the increase. Clinics will be asked to track existing clients' utilization of Healthy Texas Women services and number of visits per year.

THG will provide or assist each subcontractor with the following recruitment plan:

- Website with correct information (establish if necessary)
- Facebook account (THG will assist with posts twice weekly)
- Twitter posts if physician or clinic so desires
- Public Service Announcements (PSAs) – Television and Radio (Production of 15- and 30-second commercials in English and Spanish); PSA's air free at odd times which is when our target market is watching
- 800 number with direct connect to facility nearest the caller will be used on all advertising
- Brochures (one customized and one common with stick-on labels for each facility)
- University/College campuses (coupon books, campus newspapers)
- Door hangers in appropriate areas near each clinic or physician
- Booths in area and state fairs and other community events
- Evaluation cards with encouragement to refer friends
- Correct information on 211 number

During training, THG will provide each subcontractor clinic or physician with the following materials:

- Policies and procedures for best practices of serving patients under these programs including: Quality Assurance protocols, emergency policies and procedures, guidance for interpreter and language translation, financial management systems/billing direction
- Instructions for:
  - booking first appointment with a list of the information necessary to assess for eligibility
  - determining source of referral
  - suggested standing orders/protocols
  - master of patient evaluation forms and super bill
- Flip book for placement near each in-coming telephone with a list of necessary documents patients must provide to meet and prove eligibility requirements
- Assessment materials to determine eligibility
- Brochures
- Billing instructions
- Door hangers
- Master Evaluation Card with encouragement for referrals

- Each subcontractor already has a referral network in place with local physicians and/or hospital. THG will evaluate and assist in expanding if necessary. Additional referral resources will include:
  - CHIP and other state programs to assist families
  - Child Support Services
  - Local free child care
  - Abuse reporting – Child Protective Services/Abused Women Shelters
  - Medicaid
  - Mobile mammogram services for the local area
- Lists of potential opportunities for community education

In addition, THG intends to pursue providing services to the colonias in the Rio Grande Valley. We continue to investigate potential subcontractors.



**Long-Acting Reversible Contraceptive (LARC) Usage**

A. Currently, subcontractor clinics vary greatly in the LARCs offered. Some clinics provide all major options, including IUDs and subdermal implants, while others do not provide any on-site and refer for all LARCs. Mirena is the most widely supplied option. All subcontractor clinics discuss LARCs as part of contraceptive counseling and provide information on the option, even if provision of the LARCs is by referral.

Some clinics utilize videos in the waiting room to advertise and promote LARC options. Many have printed materials for patient education.

Some subcontractor clinics provide substantial professional development opportunities, including speakers, training courses, and continuing education classes. Some invite representatives from LARC pharmaceutical companies to the office to provide in-service training and information. THG will encourage this at all sites.

B. The Heidi Group (THG) will encourage all subcontractor clinics to offer at least one LARC at their clinic. Clinics that do not currently provide LARCs on-site already have referral networks in their communities, but THG will review to ensure all patients of these clinics have other LARC options. To educate clients about LARCs, THG will ensure all subcontractor clinics have the latest literature on all LARC options. These will be displayed in waiting rooms, and provided to patients in all family planning encounters. THG will train subcontractor staff to discuss future contraceptive methods with prenatal patients with special emphasis on LARCs.

C. THG will ensure that each clinic has on-site professional development opportunities at least twice a year for all clinics that provide LARCs on-site. We will utilize representatives from LARC companies, as well as webinars from the American Congress of Obstetricians and Gynecologists. We will also discuss reimbursement rates with each clinic that provides LARCs, and those that currently refer for all. A primary concern expressed by many subcontractor clinics is that reimbursement rates for LARCs are too low and the clinics lose money when they are provided. THG will discuss options with each clinic to determine how they can increase provision of LARCS with minimal negative financial impact. We will also ensure each clinic has written materials available for all community outreach and education activities.

To ensure these activities are reasonable, achievable, and measurable, THG will include LARC training twice annually with each subcontractor clinic and supply all clinics with written materials. During the 14-month contract period, THG will also consult individually with each clinic to discuss a plan for how that clinic currently handles LARCs, and how they might start or increase usage.

The first step chronologically will be to determine current usage rates and numbers for each clinic. THG will then assess the strategy for each, provide written materials, and schedule trainings.

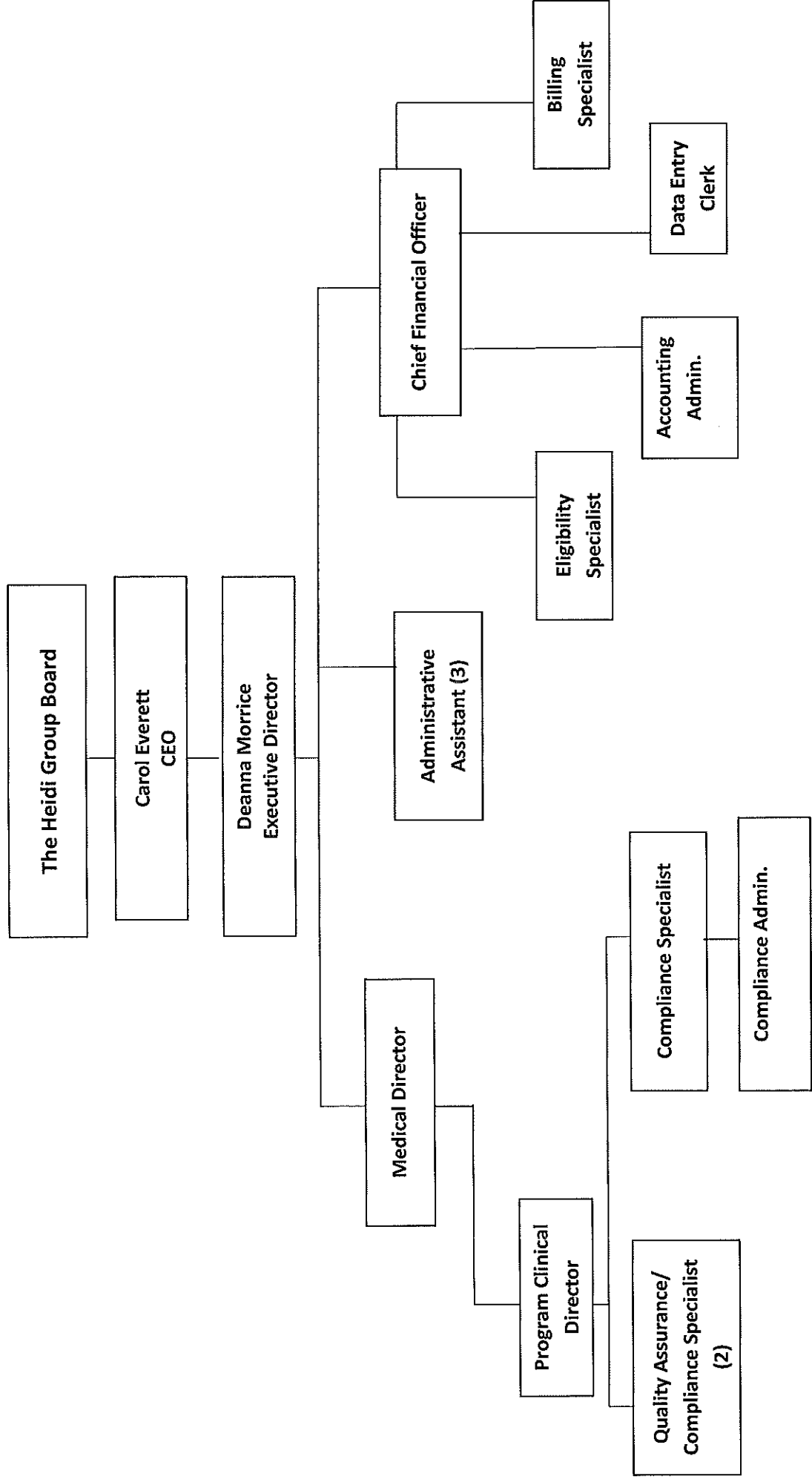
The Program Clinical Director at THG will be responsible for increasing LARC usage, in cooperation with the health practitioners at each subcontractor clinic responsible for deciding on which LARC options are available at that site.

LARC information will be included in the initial training and written materials will be provided. One additional training opportunity for each clinic will be identified and/or scheduled before December 31, 2016.

To evaluate the effectiveness of these activities, THG will monitor past usage rates and numbers at each clinic, and reevaluate every six months. We will also monitor the number of patients who switch from another method of birth control, or who use a LARC for the first time. Client assessment surveys may be amended to include a question about what factors influenced a patient to select a LARC as her method of contraception so THG can better analyze how to increase LARC usage.

# The Heidi Group/Women's Wellness Coalition

## Organizational Chart



# **Attachment C – Contractor’s Revised Budget**

## General Instructions for Completing Budget Forms

In preparing the budget, you must budget all costs that your organization will incur in carrying out the Healthy Texas Women Program. Instructions for completing the budget template follow:

- \* Enter the legal name of your organization in the space provided for "Legal Name of Respondent" on the budget summary page. Doing so will populate the budget category detail templates with the organization's name.
- \*

Complete each budget category detail template. If a primary budget category detail template does not accommodate all items in your budget, use the respective supplemental budget templates at the end of this workbook. The total of each supplemental category detail budget template will automatically populate to the last line of the respective primary budget category template.

- \* After you complete each budget category detail template, go to the Budget Summary.
- \* Distribute the total amount in column 1 in each budget category manually among the various funding sources (columns 2 through 6).
- \* Refer to the table below the budget template table to verify that the amounts distributed (Distribution Total) in each budget category equals the "Budget Total" for each respective category. Next, verify that the overall total of all distributions (Distribution Totals) equals the Budget Total.
- \* Fill all budget forms out in **WHOLE DOLLARS**.

## FORM F: BUDGET SUMMARY (REQUIRED)

Legal Name of Respondent:

The Heidi Group, DBA Women's Wellness Coalition

Budget Categories	Total HTW Budget (1)	HTW Categorical (2)	HTW Fee-For-Service (3)
A. Personnel	\$1,099,651	\$1,099,651	
B. Fringe Benefits	\$164,948	\$164,948	
C. Travel	\$96,768	\$96,768	
D. Equipment	\$14,650	\$14,650	
E. Supplies	\$193,783	\$193,783	
F. Contractual	\$6,000	\$6,000	
G. Other	\$73,731	\$73,731	
H. Total Direct Costs	\$1,649,531	\$0	\$29,100,750
I. Indirect Costs	\$0	\$0	\$0
J. Total (Sum of H and I)	\$1,649,531	\$1,649,531	\$29,100,750

**NOTE:** The "Total Budget" amount for each Budget Category will have to be entered manually among columns 2 through 3. Enter amounts in **whole dollars**. After amounts have been entered for each funding source, verify that the "Distribution Total" below equals the respective amount under the "Total Budget" from column (1).

	Budget Category	Distribution Total	Budget Total	Budget Category	Distribution Total	Budget Total
Check Totals For:	Personnel	\$1,099,651	\$1,099,651	Fringe Benefits	\$164,948	\$164,948
	Travel	\$96,768	\$96,768	Equipment	\$14,650	\$14,650
	Supplies	\$193,783	\$193,783	Contractual	\$6,000	\$6,000
	Other	\$73,731	\$73,731	Indirect Costs	\$0	\$0

<b>TOTAL FOR:</b>	<b>Distribution Totals</b>	<b>\$30,750,281</b>	<b>Budget Total</b>	<b>\$1,649,531</b>
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List any budget assumptions below:

Assuming \$575 average cost per patient in HTW Fee-For-Service program

## FORM F-1: PERSONNEL Budget Category Detail Form

**Legal Name of Respondent:**

**The Heidi Group, DBA Women's Wellness Coalition**

[illegible]**SalaryWage Total**

\$1,099,651

## FRINGE BENEFITS

**Itemize the elements of fringe benefits in the space below:**

	<b>Fringe Benefit Rate %</b>	15.00%
	<b>Fringe Benefits Total</b>	\$164,948

## FORM F-2: TRAVEL Budget Category Detail Form

Legal Name of Respondent:

The Heidi Group, DBA Women's Wellness Coalition

Conference / Workshop Travel Costs					
Description of Conference/Workshop	Justification	Location City/State	Number of:	Travel Costs	
			Days/Employees		
State trainings and workshops	One staffer per clinic, from 16 subcontractors, to attend one state trainings (clinical conference, new contractors, etc., based on desires of individual clinics); assume driving except McAllen and Amarillo staff	Austin, TX	3 days/16 employees	Mileage	\$43,016
				Airfare	\$1,920
				Meals	\$4,470
				Lodging	\$17,880
				Other Costs	
				<b>Total</b>	<b>\$67,286</b>
Site inspections and staff development training sessions	Site visits by THG/WWC staff to each of 20 subcontractor sites, five times each during 14-month grant cycle	Various cities throughout Texas	2 employees	Mileage	\$15,024
				Airfare	\$9,600
				Meals	\$1,554
				Lodging	\$2,224
				Other Costs	
				<b>Total</b>	<b>\$28,402</b>
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				<b>Total</b>	<b>\$0</b>
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				<b>Total</b>	<b>\$0</b>
TOTAL FROM TRAVEL SUPPLEMENTAL CONFERENCE/WORKSHOP BUDGET SHEETS					<b>\$0</b>

**Total for Conference / Workshop Travel**

**\$95,688**

Revised 9/6/2009



**Other / Local Travel Costs**

Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
Local travel for staff of 20 subcontractor clinic sites to attend health fairs and community events within their service area, average of 100 miles per clinic over 14-month grant cycle	2000	\$0.540	\$1,080		\$1,080
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
TOTAL FROM TRAVEL SUPPLEMENTAL OTHER/LOCAL TRAVEL COSTS BUDGET SHEETS					\$0

**Total for Other / Local Travel****\$1,080**Other / Local Travel Costs: **\$1,080**Conference / Workshop Travel Costs: **\$95,688****Total Travel Costs: \$96,768**

Indicate Policy Used:

Respondent's Travel Policy

State of Texas Travel Policy

# **FORM F-3: EQUIPMENT AND CONTROLLED ASSETS Budget Category** **Detail Form**

Legal Name of Respondent:

The Heidi Group, DBA Women's Wellness Coalition

Itemize, describe, and justify the list below. Attach complete specifications or a copy of the purchase order. Check the Contractor's Financial Procedures Manual for definition of equipment.

Description of Item	Purpose & Justification	Number of Units	Cost Per Unit	Total
EKG machine		3	\$1,255	\$3,765
Colposcope		1	\$1,375	\$1,375
Autoclave machine		3	\$1,299	\$3,897
AED machine		3	\$1,395	\$4,185
Hemocue		3	\$476	\$1,428
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
TOTAL FROM EQUIPMENT SUPPLEMENTAL BUDGET SHEETS				\$0

Total Amount Requested for Equipment:

**\$14,650**

## FORM F-4: SUPPLIES Budget Category Detail Form

Legal Name of Respondent:

The Heidi Group, DBA Women's Wellness Coalition

Itemize and describe each supply item and **provide an estimated quantity and cost (i.e. #of boxes & cost/box) if applicable**. Provide a justification for each supply item. Costs may be categorized by each general type (e.g., office, computer, medical, educational, etc.) Check the Contractor's Financial Procedures Manual for definition of supplies.

Description of Item <small>[If applicable, provide estimated quantity and cost (i.e. # of boxes &amp; cost/box)]</small>	Purpose & Justification	Total Cost
Desktop and/or laptop computers	For new office staff at THG/WWC office	\$3,250
Modular office furniture for employee work stations	For new office staff at THG/WWC office	\$13,975
Desk chairs	For new office staff at THG/WWC office	\$900
Office phones	For new office staff at THG/WWC office	\$1,200
Work station supplies	For new office staff at THG/WWC office	\$900
Medical office supplies, no single item more than \$499	For subcontractor clinic operations	\$50,000
Consumable office supplies, no single item more than \$499	For subcontractor clinic operations	\$10,000
Pharmaceutical supplies/medications for treating STDs, IUDs and other contraceptives, no single item more than \$499	For use at subcontractor clinics	\$113,558
TOTAL FROM SUPPLIES SUPPLEMENTAL BUDGET SHEETS		\$0

Total Amount Requested for Supplies:

**\$193,783**

## FORM F-5: CONTRACTUAL Budget Category Detail Form

Legal Name of Respondent: The Heidi Group, DBA Women's Wellness Coalition

List contracts for services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show contractor name. Justification for any contract that delegates \$100,000 or more of the scope of the project in the respondent's funding request, must be attached behind this form.

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e., Monthly, Hourly, Unit, Lump Sum)	# of Months, Hours, Units, etc.	RATE OF PAYMENT (i.e., hourly rate, unit rate, lump sum amount)
Donna Garcia Davidson	Writing subcontracts and general legal services	Legal consultation for subcontracts with clinics	Hourly	20	\$300.00
TOTAL FROM CONTRACTUAL SUPPLEMENTAL BUDGET SHEETS					

Total Amount Requested for CONTRACTUAL:

--

tractors as "To Be

TOTAL
\$6,000
\$0
\$0
\$0
\$0
\$0
\$0
\$0
\$0
\$0
\$0

\$6,000
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## FORM F-6: OTHER Budget Category Detail Form

Legal Name of Respondent:

The Heidi Group, DBA Women's Wellness Coalition

Description of Item [If applicable, include quantity and cost/quantity (i.e. # of units & cost per unit)]	Purpose & Justification	Total Cost
Policy and Procedures manuals for employees at every subcontractor clinic site, 100 at \$7 each	Provided by THG/WWC to all clinics	\$700
Printing of manuals on specific office procedures, 4 per office, 20 of clinics, at \$7 each	Provided by THG/WWC to all clinics for standard operating procedures on medical records storage, drug storage and disposal, etc.	\$560
Flip charts with eligibility criteria, 80 at \$5 each	For each clinic to keep by telephones	\$400
Trifold brochures with information on Healthy Texas Women, 5,000 per clinic, \$591 for 5,000, 20 clinics,	For use in clinics and at community education events	\$11,820
Door hangers with information on Healthy Texas Women, 2,000 per clinic, 20 clinics, \$0.03 each	For community education and program promotion	\$1,200
Fliers with information on Healthy Texas Women, 70,000 1-color, and 70,000 4-color	For community education and program promotion	\$3,475
Labels with individual clinic contact information, \$15.65 for 1,000, 5,000 per clinic, 20 clinics	For community education and program promotion	\$1,565
Snapout forms, 3-part, 75,000 total	For standard reporting by subcontractor clinics to THG/WWC	\$665
Filming of television commercials/public service announcements	For community education and program promotion	\$4,500
Recording of radio ads	For community education and program promotion	\$2,500
Internet advertising, including Google key word searches at \$0.49 per search	For community education and program promotion	\$14,700
Website construction and hosting for THG/WWC	For clinics that do not already have web presence	\$240
Additional local advertising opportunities, including booth rentals at health fairs, average of \$250 per clinic for 20 clinics	Determined by each clinic	\$5,000
Direct connect 800 number for all clinics, \$234 per month for 14-month contract cycle plus \$30 onetime setup	For community education and program promotion	\$3,306
Social media assistance, \$50 per month for 14-month contract cycle	For community education and program promotion	\$700
University coupon books and newspaper ads, \$300 per clinic for 20 clinics	For community education and program promotion	\$6,000
Printing of client satisfaction surveys cards, 3,500 per clinic, 20 clinics, \$0.02 each	For quality assurance control	\$1,400

Revised: 7/6/2009

TOTAL FROM OTHER SUPPLEMENTAL BUDGET SHEETS	\$15,000
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Total Amount Requested for Other:

<b>\$73,731</b>
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## FORM F - 7 Indirect Costs

Legal Name of Respondent:

The Heidi Group, DBA Women's Wellness Coalition

Total amount of indirect costs allocable to the project:

Amount:

\$0

Indirect costs are based on (mark the statement that is applicable):

\_\_\_\_\_  
The respondent's most recent indirect cost rate approved by a federal cognizant agency or state single audit coordinating agency. **Expired rate agreements are not acceptable. Attach a copy of the rate agreement to this form (Form I - 7 Indirect)**

RATE:

BASE:

\_\_\_\_\_  
***Applies only to governmental entities***. The respondent's current central service cost rate or indirect cost rate based on a rate proposal prepared in accordance with OMB Circular A-87. **Attach a copy of Certification of Cost Allocation Plan or Certification of Indirect Costs.**

RATE:

TYPE:

BASE:

GO TO PAGE 2 (below)



## Page 2, FORM F - 7 Indirect Costs

If using an central service or indirect cost rate, identify the types of costs that are included (being allocated) in the rate:

Organizations that do not use an indirect cost rate and governmental entities with only a central service rate must identify the types of costs that will be allocated as indirect costs and the methodology used to allocate these costs in the space provided below. The costs/methodology must also be disclosed in Part V-Indirect Cost Allocation of the Cost Allocation Plan that is submitted to DSHS. **Identify the types of costs that are being allocated as indirect costs, the allocation methodology, and the allocation base:**

## **SUPPLEMENTAL FORMS INSTRUCTIONS**

The supplemental budget templates (two per budget category) are intended to supplement cost reimbursement budgets when there are too many items to fit on the primary budget template. Respondents that have utilized all the lines on the primary budget templates must use the supplemental templates to list detail information for the respective budget category. For example, after all the lines on the primary budget template for Personnel (tab labeled Form F - 1 Personnel) have been used, go to the supplemental template labeled "Form F - 1a Personnel Supp" and if all the lines are used on this template, go to the next template labeled "Form F - 1b Personnel". The amounts on each supplemental template will automatically total and the total from both templates will automatically be inserted on the last line of the primary budget template.

Form F-1 Personnel Supplemental  
Form F-2 Travel Supplemental  
Form F-3 Equipment Supplemental  
Form F-4 Supplies Supplemental  
Form F-5 Contractual Supplemental  
Form F-6 Other Supplemental

## FORM F-1: PERSONNEL Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

The Heidi Group, DBA Women's Wellness Coalition

<b>PERSONNEL</b>	Vacant Y/N	Justification	FTE's	Certification or License (Enter NA if not required)	Total Average Monthly Salary/Wage	Number of Months	Salary/Wages Requested for Project
Functional Title + Code E = Existing or P = Proposed							
Billing Specialist, P	Y	At The Heidi Group	0.5	NA	\$2,536.00	14	\$17,752
Compliance Specialist, P	Y	At The Heidi Group	0.5	Med technician or equivalent	\$4,854.00	14	\$33,978
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
SalaryWage Total							\$51,730

## FORM F-1: PERSONNEL Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

The Heidi Group, DBA Women's Wellness Coalition

PERSONNEL	Vacant Y/N	Justification	FTE's	Certification or License (Enter NA if not required)	Total Average Monthly Salary/Wage	Number of Months	Salary/Wages Requested for Project
Functional Title + Code E = Existing or P = Proposed							
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
<b>SalaryWage Total</b>							<b>\$0</b>

## FORM F-2: TRAVEL Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

The Heidi Group, DBA Women's Wellness Coalition

### Conference / Workshop Travel Costs

Description of Conference/Workshop	Justification	Location (City, State)	Number of: Days/Employees	Travel Costs	
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				<b>Total</b>	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				<b>Total</b>	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				<b>Total</b>	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				<b>Total</b>	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				<b>Total</b>	\$0

Total for Conference / Workshop Travel

\$0

### Other / Local Travel Costs

Revised: 7/6/2009

Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0

**Total for Other / Local Travel**

**\$0**

**Other / Local Travel Costs:** **\$0**

**Conference / Workshop Travel Costs:** **\$0**

**Total Travel Costs:** **\$0**

## FORM F-2: TRAVEL Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

The Heidi Group, DBA Women's Wellness Coalition

### Conference / Workshop Travel Costs

Description of Conference/Workshop	Justification	Location (City, State)	Number of: Days/Employees	Travel Costs	
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				<b>Total</b>	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				<b>Total</b>	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				<b>Total</b>	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				<b>Total</b>	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				<b>Total</b>	\$0

Total for Conference / Workshop Travel

\$0

### Other / Local Travel Costs

Revised: 7/6/2009

Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0

**Total for Other / Local Travel**

**\$0**

**Other / Local Travel Costs:** **\$0**

**Conference / Workshop Travel Costs:** **\$0**

**Total Travel Costs:** **\$0**



**FORM F-3: EQUIPMENT AND CONTROLLED ASSETS Budget Category**  
**Detail Form (Supplemental)**

Legal Name of Respondent:

The Heidi Group, DBA Women's Wellness Coalition

Itemize, describe, and justify the list below. Attach complete specifications or a copy of the purchase order. Check the Contractor's Financial Procedures Manual for definition of equipment.

Description of Item	Purpose & Justification	Number of Units	Cost Per Unit	Total
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0

Total Amount Requested for Equipment:

**\$0**

**FORM F-3: EQUIPMENT AND CONTROLLED ASSETS Budget Category**  
**Detail Form (Supplemental)**

Legal Name of Respondent:

The Heidi Group, DBA Women's Wellness Coalition

Itemize, describe, and justify the list below. Attach complete specifications or a copy of the purchase order. Check the Contractor's Financial Procedures Manual for definition of equipment.

Description of Item	Purpose & Justification	Number of Units	Cost Per Unit	Total
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0

Total Amount Requested for Equipment:

**\$0**

## FORM F-4: SUPPLIES Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

The Heidi Group, DBA Women's Wellness Coalition

Itemize and describe each supply item and **provide an estimated quantity and cost (i.e. #of boxes & cost/box) if applicable.** Provide a justification for each supply item. Costs may be categorized by each general type (e.g., office, computer, medical, educational, etc.) Check the Contractor's Financial Procedures Manual for definition of supplies.

Description of Item [If applicable, provide estimated quantity and cost (i.e. # of boxes & cost/box)]	Purpose & Justification	Total Cost

Total Amount Requested for Supplies:

\$0

## FORM F-4: SUPPLIES Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

The Heidi Group, DBA Women's Wellness Coalition

Itemize and describe each supply item and **provide an estimated quantity and cost (i.e. #of boxes & cost/box) if applicable.** Provide a justification for each supply item. Costs may be categorized by each general type (e.g., office, computer, medical, educational, etc.) Check the Contractor's Financial Procedures Manual for definition of supplies.

Description of Item [If applicable, provide estimated quantity and cost (i.e. # of boxes & cost/box)]	Purpose & Justification	Total Cost

Total Amount Requested for Supplies:

\$0

## FORM F-5: CONTRACTUAL Budget Category Detail Form (Supplemental)

Legal Name of Respondent: The Heidi Group, DBA Women's Wellness Coalition

List contracts for services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show contractors as "To Be Named." Justification for any contract that delegates \$100,000 or more of the scope of the project in the respondent's funding request, must be attached behind this form.

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e. Monthly, Hourly, Unit, Lump Sum)	# of Months, Hours, Units, etc.	RATE OF PAYMENT (i.e. hourly rate, unit rate, lump sum amount)	TOTAL
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0

Total Amount Requested for CONTRACTUAL:

**\$0**

## FORM F-5: CONTRACTUAL Budget Category Detail Form (Supplemental)

Legal Name of Respondent: The Heidi Group, DBA Women's Wellness Coalition

List contracts for services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show contractors as "To Be Named." Justification for any contract that delegates \$100,000 or more of the scope of the project in the respondent's funding request, must be attached behind this form.

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e. Monthly, Hourly, Unit, Lump Sum)	# of Months, Hours, Units, etc.	RATE OF PAYMENT (i.e. hourly rate, unit rate, lump sum amount)	TOTAL
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0

Total Amount Requested for CONTRACTUAL:

**\$0**

## FORM F-6: OTHER Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

The Heidi Group, DBA Women's Wellness Coalition

Description of Item [If applicable, include quantity and cost/quantity (i.e. # of units & cost/unit)]	Purpose & Justification	Total Cost
Outside external audit of THG/WWC		\$15,000

Total Amount Requested for Other:

**\$15,000**

## FORM F-6: OTHER Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

The Heidi Group, DBA Women's Wellness Coalition

Description of Item [If applicable, include quantity and cost/quantity (i.e. # of units & cost/unit)]	Purpose & Justification	Total Cost

Total Amount Requested for Other:

\$0



# **Attachment D – Contractor's Original Application**

## **Section 1 – Executive Summary**

The Heidi Group/Women's Wellness Coalition (THG/WWC) exists to meet the needs of Texas women through comprehensive and reproductive health care and to aid women and families in making healthy choices. Since 1995, THG/WWC has been involved in women's reproductive health issues, focusing on best business practices and fundraising for women's resource non-profits across Texas to address the health of women and their families through a network of over 180 agencies. THG/WWC's vision remains to facilitate serving every low-income woman in every area of Texas with the highest standard of health care.

THG/WWC future plans include providing direct family planning and comprehensive health care. THG/WWC does not currently provide direct client care, but instead intends to subcontract with organizations that do to assist and expand access to medical care for low income women in every corner of Texas. Cost reimbursement funds available through this RFP make this possible. Our goals are threefold: (1) to assist clinics and physicians' offices in recruiting more Healthy Texas Women patients, (2) to improve and expand the administrative and health services offered by each subcontractor by allowing medical providers to concentrate on providing health care, and (3) to facilitate positive impacts in the health of women within their service areas.

THG/WWC will subcontract with 16 clinics at 20 sites, serving an estimated 4,820 HTW patients in 62 counties each month. This covers six Health and Human Services Regions. These clinics are staffed by experienced physicians in obstetrics and gynecology and family medicine. Medical teams also include women's health nurse practitioners, advanced family nurse practitioners, physician assistants, certified nurse midwives, and other health professionals.

To accomplish the goals of this RFP in assisting clients with enrollment in the Healthy Texas Women Program, ensuring staff is fully informed about the program, and reaching current and potential clients with educational activities, THG/WWC plans to provide assistance to subcontractors in the areas of: administrative and management support, quality control, billing, strategic planning, community outreach, and staff development. THG/WWC will work with each subcontractor to evaluate staff development opportunities and provide training. We will provide standardized policies and procedures and utilize standard Quality Assurance/Quality Improvement measures in all subcontractor clinics.

THG/WWC will assess each community and customize education and outreach plans to meet the needs of diverse populations in various areas of the state. THG/WWC's unique 800 direct connect telephone number provides opportunities to evaluate responses to all forms of advertising. THG/WWC will provide written materials for use in clinics and in the communities, as well as internet, social media, telephone, television, and radio resources for all facilities.

THG/WWC staff has unique experience in building medical practices from a small number of patients to productive, high functioning medical practices. The opportunity to allow medical providers to do what they have been educated to do, and do best – provide medical care – while THG/WWC assists in patient recruitment and Quality Assurance standards will accelerate increasing the number of patients in each practice while maintaining or elevating the high standard of health care.

Thousands of women across Texas are served by small, local clinics and physician's offices. Many of these lack the resources to apply for a state RFP, conduct extensive staff training, plan community education activities, and manage the paperwork required for a cost reimbursement contract. The Heidi Group/Women's Wellness Coalition's primary objective is to assist small medical professionals and clinics, building a network of small providers and assisting in providing the best care to the highest number of patients possible in every corner of Texas.

THG/WWC's goal will be to continually expand our network to include additional providers capable of providing medical care but unwilling or unable to apply for a state contract.

List of subcontractors:

Subcontractor Name	Clinic Location(s)	Counties in Service Area	Current Monthly TWHP Clients	Projected Monthly HTW Clients
Bryan Medical Associates	Bryan	Brazos, Burleson, Grimes, Leon, Madison, Milam, Robertson, Washington	50	150
Cheng Song OB/GYN	Fort Worth	Tarrant	110	110
Christy Scoggins Family Clinic	Marble Falls	Blanco, Burnet, Llano	20	50
Community Wellness Clinic	Conroe	Montgomery	40	50
Eliud Acevedo, MD	Laredo	Webb	10	20
Health4U Clinic	Arlington, Fort Worth	Collin, Dallas, Denton, Tarrant	166	745
Health Now Family Practice	DeSoto	Dallas, Ellis, Johnson, Kaufman, Rockwall, Tarrant	10	50
Hillside Family Health	Amarillo	Armstrong, Briscoe, Carson, Castro, Childress, Collingsworth, Dallam, Deaf Smith, Donley, Gray, Hall, Hansford, Hartly, Hemphill, Hutchinson, Lipscomb, Moore, Ochiltree, Oldham, Parmer, Potter, Randall, Roberts, Sherman, Swisher, Wheeler	56	150
Life Choices Medical Clinic	San Antonio	Bexar	10	120
Pflugerville OB/GYN	Pflugerville	Bastrop, Hays, Lee, Travis, Williamson	40	80
Tenison Women's Health Center	Dallas, Garland, Terrell	Dallas, Kaufman, Rockwall	1440	2980
Treat Now Family Clinic	Arlington, Mineral Wells	Dallas, Ellis, Palo Pinto, Parker, Tarrant	50	100
Tyler Family Circle of Care	Tyler	Smith, Van Zandt	25	55
Valley Women's Clinic	McAllen	Hidalgo	10	30
Webster Family Care	Webster	Galveston, Harris, Montgomery	5	30
Wise Choices Pregnancy Center	Decatur	Wise	60	100

## FORM A: PROPOSAL TABLE OF CONTENTS AND CHECKLIST

**Legal Business Name of**

**Respondent: The Heidi Group, DBA Women's Wellness Coalition**\_\_\_\_\_

In coordination with the requirements of **Section 3.8 Format and Content**, this form is provided to ensure respondents submit the required forms required in Section 2 -- Completed Forms A-M-1, and Section 7 -- Certifications and Other Required Forms contained in Appendix D. Be sure to indicate page number.

PROGRAM FORMS	DESCRIPTION	Included	Page #
<b>A</b>	Proposal Table and Contents and Checklist	X	1-5
<b>B</b>	Texas Counties and Regions List Served by Project	X	1-7
<b>C</b>	Contact Person Information	X	1-9
<b>D</b>	Deleted -- nothing to be submitted	X	1-11
<b>E</b>	Deleted -- nothing to be submitted	X	1-13
<b>F</b>	Budget Summary and Details	X	1-15
<b>G</b>	Respondent Background	X	1-29
<b>H</b>	Funding Request and Performance Measures	X	1-132
<b>I</b>	Work Plan	X	1-134
<b>J</b>	Assessment Narrative	X	1-157
<b>K</b>	Healthy Texas Women Clinic Site Readiness	X	1-161
<b>K-1</b>	Healthy Texas Women Clinic Sites*	X	1-182
	*Include submission date for Medicaid application if respondent is in the process of enrolling in Medicaid	X	
<b>L</b>	Staff Development Plan	X	1-203
<b>L-1</b>	Staff Development Training Calendar	X	1-207
<b>M</b>	Community Education/Program Promotion Plan	X	1-209
<b>M-1</b>	Community Education/Program Promotion Calendar	X	1-213

**NOTE:** Appendix E: Healthy Texas Women Certification may be included in a respondent's proposal after Form M-1: Community Education/Program Promotion Calendar.

REQUIRED FORMS	DESCRIPTION	Included	Page #
<b>1</b>	Child Support Certification	X	2-130
<b>2</b>	Debarment, Suspension, Ineligibility, and Voluntary Exclusion of Covered Contracts	X	2-131
<b>3</b>	Required Certifications	X	2-133
<b>4</b>	Federal Lobbying Certification	X	2-135
<b>5</b>	Anti-Trust Certification	X	2-136
<b>6</b>	Respondent Information and Disclosures	X	2-138
<b>7</b>	HUB Subcontracting Plan (HSP)	X	2-122
<b>8</b>	HHS Information Security and Privacy Initial Inquiry (SPI)	X	2-142

## FORM C: CONTACT PERSON INFORMATION

**Legal Business Name  
of Respondent:**

The Heidi Group, DBA Women's Wellness Coalition

1. This form provides information about the appropriate contacts in the respondent's organization.
2. Mark N/A if a contact does not apply to your agency.
3. ALL phone numbers should be a direct line to the designated individual.

### Contacts

<i>Billing Contact</i>		<i>Executive Director</i>	
Last Name:	Dean	Last Name:	Everett
First Name:	Becky	First Name:	Carol
Salutation:	Mrs.	Salutation:	Mrs.
Title:	Director of Programs	Title:	Founder/CEO
Email:	becky@heidigroup.org	Email:	ce@heidigroup.org
Phone:	512-255-2088	Phone:	512-255-2088

<i>Financial Director</i>		<i>Medical Director</i>	
Last Name:	Anderson	Last Name:	Johnson, MD
First Name:	J. Dwayne	First Name:	Noreen
Salutation:	Mr.	Salutation:	Dr.
Title:	CFO	Title:	Medical Director
Email:	jdanderson@jdacpa1.com	Email:	nzjohnson@hotmail.com
Phone:	512-481-9506	Phone:	979-764-4043

<i>Primary Program Contact</i>		<i>Quality Assurance Contact</i>	
Last Name:	Dean	Last Name:	To Be Hired
First Name:	Becky	First Name:	
Salutation:	Mrs.	Salutation:	
Title:	Director of Programs	Title:	
Email:	becky@heidigroup.org	Email:	
Phone:	512-255-2088	Phone:	

## FORM F: BUDGET SUMMARY (REQUIRED)

Legal Name of Respondent:

The Heidi Group, DBA Women's Wellness Coalition

Budget Categories	Total HTW Budget (1)	HTW Categorical (2)	HTW Fee-For-Service (3)
A. Personnel	\$1,099,651	\$1,099,651	
B. Fringe Benefits	\$164,948	\$164,948	
C. Travel	\$96,768	\$96,768	
D. Equipment	\$14,650	\$14,650	
E. Supplies	\$193,783	\$193,783	
F. Contractual	\$6,000	\$6,000	
G. Other	\$73,731	\$73,731	
H. Total Direct Costs	\$1,649,531	\$0	\$29,100,750
I. Indirect Costs	\$0	\$0	\$0
J. Total (Sum of H and I)	\$1,649,531	\$1,649,531	\$29,100,750

**NOTE:** The "Total Budget" amount for each Budget Category will have to be entered manually among columns 2 through 3. Enter amounts in **whole dollars**. After amounts have been entered for each funding source, verify that the "Distribution Total" below equals the respective amount under the "Total Budget" from column (1).

	Budget Category	Distribution Total	Budget Total	Budget Category	Distribution Total	Budget Total
Check Totals For:	Personnel	\$1,099,651	\$1,099,651	Fringe Benefits	\$164,948	\$164,948
	Travel	\$96,768	\$96,768	Equipment	\$14,650	\$14,650
	Supplies	\$193,783	\$193,783	Contractual	\$6,000	\$6,000
	Other	\$73,731	\$73,731	Indirect Costs	\$0	\$0

<b>TOTAL FOR:</b>	<b>Distribution Totals</b>	<b>\$30,750,281</b>	<b>Budget Total</b>	<b>\$1,649,531</b>
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List any budget assumptions below:

Assuming \$575 average cost per patient in HTW Fee-For-Service program

## **Form G: Respondent Background**

### **1. Executive Summary**

Mission statement: The Heidi Group/Women's Wellness Coalition exists to meet the needs of Texas women through comprehensive and reproductive health care and to aid women and families in making healthy choices.

Since 1995, The Heidi Group/Women's Wellness Coalition (THG/WWC) has been involved in women's reproductive health issues, focusing on best business practices and fundraising for women's resource non-profits across Texas to address the health of women and their families through a network of over 180 agencies. THG/WWC has addressed strategic planning, increased standards of business practices, and delivered reproductive and prenatal health care. Our statistics show an overwhelming need for accessible, quality health care among low-income women, with the greatest need in urban and rural areas of Texas. THG/WWC's vision remains to facilitate serving every low-income woman in every area of Texas.

In 2002, THG/WWC conducted a study to determine the location of the over five million women in Texas age 12 and up with potential needs in the area of reproductive health care. At that time, the research showed an overwhelming need in inner-city Dallas. The report revealed the need for 19 to 24 women's resource centers. Funding to establish and operate those centers would have been well over \$2.5 million for the first year. To achieve that goal, THG/WWC board determined rather than establishing centers, to collaborate with existing inner city non-profit organizations. A partnership with the Salvation Army facilitated the opening of seven resource centers across south and west Dallas. It soon became clear that over 65% of the women being served needed prenatal or additional health care. THG/WWC opened a charitable prenatal health clinic in west Dallas, at that time the 11<sup>th</sup> most poverty-stricken area in the nation. Sixteen women were served on opening day, with the number quickly growing to over 60 women per day in need of medical care. Two types of clients sought our services: women waiting for their Medicaid to become effective and women who could not provide proof of residency.

In addition to prenatal medical care, THG/WWC Board decided to add classes in newborn care, budgeting and financial responsibility, anger management, baby's first two years, and GED programs. THG/WWC worked with The University of Texas at Arlington to establish scholarships for our patients. Our social workers assessed the needs of each client and shared potential educational opportunities to lead to lives of self-sufficiency.

Since 2014, THG/WWC has networked with the resource centers to encourage them to offer well-woman and comprehensive medical care on an ongoing basis. Our goal was once again to assist in the areas of greatest need to make health care accessible to every low-income woman in Texas. The Healthy Texas Women program affords an opportunity to concentrate on unreached areas with underserved women and families. The responsibility of THG/WWC Board is to maintain financial accountability of the organization, manage organizational assets, exercise due diligence to oversee management, and guide strategic planning. The Board has placed checks and balances in place to prevent errors, fraud, and abuse. The Board has established financial indicators to monitor; budgets are approved and compared to actual expenses.

## **2. Organizational Structure**

See attached organizational chart.

### **Management Systems**

The Heidi Group/Women's Wellness Coalition (THG/WWC) management system procedures are employed to meet the objectives of the organization utilizing automated document management processes. The goal is to ensure smooth functioning from the first Human Resources visit of a potential employee to the completed subcontractor billing.

Quality documentation, automated and paper-based systems include Quality Assurance Manuals, Human Resources Manual, Quality Procedures, Employee Policies and Procedures, Billing Procedures, and multi-level work instructions.

THG/WWC will provide customized subcontractor on-site trainings, including Employee Awareness Training, Internal Auditor Training, Management Training, and training for Medical and Office Staff.

THG/WWC's management system utilizes a financial based approach. THG/WWC will audit internally; THG/WWC will conduct unannounced on-site audits of subcontractors annually. THG/WWC will perform pre-assessment internal audits and hire a third party CPA firm to conduct an annual audit.

Audits, evaluations, billing, and technical and consulting expertise will be offered to our subcontractors.

### **Lines of Authority**

THG/WWC is a line – staff organization. Today we operate with four full-time and three part-time staff members. Authority flows from the Board to the CEO responsible for the effectiveness of the organization, working to create an atmosphere of teamwork resulting in the highest standards of care to the low-income women seeking subcontractor services. Line managers will be the CEO, Medical Director, and Executive Director. The Board and CEO are charged with major decisions, and the line managers are responsible for directing line (support) positions to complete organizational goals. Line positions perform functions related to the principal workflow. Line managers provide support, advice, and knowledge to line positions in the chain of command.



### **3. Resumes**

Resumes attached for:

Carol Everett, CEO

J. Dwayne Anderson, CFO

Dr. Noreen Johnson, Medical Director (State Medical License #G1054)

Job description attached for yet-to-be-hired Clinical Program Director

Resumes also attached for subcontractor clinics' primary medical personnel

#### **4. Experience in Women's Health and Family Planning**

THG/WWC's experience with provision of Women's Health and Family Planning Services is from one charity pre-natal clinic and seven pregnancy resource centers (in partnership with the Dallas Salvation Army) in the 11<sup>th</sup> most poverty stricken area of the nation (at the time), West Dallas. The pre-natal clinic was established in response to the fact that 65% of pregnant mothers coming through the resource centers were not receiving prenatal care. THG/WWC's goal was to provide quality medical care for low-income patients with the same level of respect a private patient would receive. If the patient and her family were at an appointment at noon, a light lunch was served.

The women served fell into two categories: those waiting for Medicaid approval and women who could not provide proof of residency. Upon Medicaid acceptance, the patient transferred to a physician's office. When a patient was identified as high risk, i.e. HIV positive, fetal abnormality, younger than 14 (later changed to 16), or gestational diabetes, she was transferred to Parkland Hospital for the highest standard of high risk care available in the area. The only patients THG/WWC served until delivery were the women who did not qualify for Medicaid. Those babies were delivered under the provisions of Emergency Medicaid. After delivery, the Medical Director of the free clinic followed up with patients in his private office.

The free services of a charity clinic eliminate billing, but in order for the hospital and delivery physician to be paid under Emergency Medicaid, our office staff assisted patients in collecting the required documents to present the hospital at the time of delivery. In the seventh month of pregnancy, an envelope with required documents was assembled. At each visit, social workers checked the documents and asked the patient to update as necessary to keep all forms current. Our hospital, Methodist Dallas, only had one patient out of over 7,000 that did not appear with adequate documentation.

All Federal and State employment laws were followed for paid and volunteer staff.

Patients were referred to the clinic by area non-profits and other charities working in West and South Dallas. Appointments were scheduled on the next office visit day. At first contact, patients were instructed to bring identification and any available medical records. In urgent situations, the patient was referred to the closest hospital emergency room or to call 911. All pregnant patients were accepted and no patient waited longer than six days. Contact or attempts to contact were made for no-show patients.

A dated day sheet was filled out with patient information such as name, birth date, referring contact if any, contact information, and presumed due date. Health Insurance Portability and Accountability Act (HIPPA) forms were filled out at the initial visit along with registration forms and identification verification. Forms (and all materials) were offered in both English and Spanish. Upon completion of the forms, a chart was assembled, including any medical records a referring physician might have sent or the patient might have brought. Social workers used the chart as a guide for the needs assessment at each visit with the goal of meeting the patient's needs and intervening in the rare case of abuse. A portion of the assessment addressed diversity, cultural, and linguistic needs of patients. The assessment gathered information regarding race,

ethnicity, gender identity, sexual orientation, disability, and language. Questions included which family members and friends the patient wanted involved in care. THG/WWC employed three Spanish-speaking social workers. Outside linguistic needs were met by third-party interpreters from the University of Texas at Arlington. The demographics of the area deemed most patients as underserved, low-income.

Mid-level providers such as a Physician's Assistant, Nurse Practitioner, or Nurse Midwife served most patients. The volunteer Medical Director reviewed **ALL** medical charts and occasionally ordered additional medical tests. Mid-level providers or nursing staff spoke with the patient to describe additional tests. Medical records were handwritten and stored in locked file cabinets.

The practice team was made up of physicians, physician's assistants, a nurse midwife, registered nurses, medical technicians, ultrasound technicians, student midwives, social workers, and administrative (front office staff). One physician was designated Medical Director or team leader. The Medical Director was responsible for writing standing orders and protocols for any potential situation. Job roles and responsibilities were maintained in writing for each position in the form of a job description, regardless of role, with an emphasis on a team-based approach to patient centered care. Ongoing interactions between team members were encouraged, with opportunities to enhance roles, responsibilities, and communication and patient handoffs among team members. Team focus was to work collaboratively to provide and enhance the care provided to patients. Team members (both clinical support and administrative) were encouraged to meet the highest level of function allowed by his or her license and scope of practice. Annual reviews were conducted for each employee. The volunteer medical team was assessed by the Medical Director. Clinic visits were encouraged for all questions. Clinical advice was not offered by telephone by anyone other than medical professionals.

The physical plant met OSHA standards for workers and patient safety. OSHA standards for record keeping and training were met. THG/WWC had a written emergency action plan, including a fire prevention/evacuation plan, and the plan was communicated to employees orally. Lighted exit signs were clearly visible. Exit routes were clearly visible throughout the clinic. Fire extinguishers were accessible at appropriate locations. Employees were provided appropriate equipment and instruction in handling of blood, disposal of needles, hazardous waste, and drugs. Appropriate containers were provided for hazardous waste and sharps disposal. A company specializing in safe disposal of hazardous waste and sharps made regular pick-ups at the clinic. In-service meetings were held quarterly to facilitate communication and keep employees informed on subjects such as the following:

- Hazard communication/HIV/AIDS training
- Personal Protection Equipment
- Chemical Hazard Communication Standards
- Preparation, Storage, Record Keeping and Audit of drugs (hazardous and non-hazardous)
- Hazardous Drug Exposure
- Disposal of Hazardous Drugs
- Blood Borne Pathogen Standards
- Infection Control

- Protecting Patient Privacy
- Internal Control
- Electricity Safety Standards
- Fire Safety Standards
- OSHA's Emergency Preparedness
- OSHA Labor Laws and Employee Rights Posters were clearly displayed

The Medical Director and mid-level providers had ongoing communication to discuss policies, procedures, and patient care. Nurses and medical technician staff were responsible for taking vitals, documenting relevant information, and/or prior care for the complaint and to identify any presenting complaints. An ultrasound and urine pregnancy test were completed for every new patient. Medical Assessment included:

- Treatment goals
- Assessment of potential barriers to meeting goals
- Patient preferences and functional/lifestyle goals
- Current problems that may include historical problems
- Current medications
- Allergies including medication allergies

On-site drugs were limited but inventoried as received and dispensed from a locked drug cabinet. The identity of each patient receiving a drug, the medication dispensed, and the amount dispensed were recorded. Drug supplies were audited and balanced weekly by the nurse on duty.

The patient then met with the physician or mid-level provider for a history/physical and determination of a plan for care. Upon completion of the office visit, blood could be drawn for laboratory tests. When the medical team completed the office visit and any blood draw, the patient returned to the front office. The chart was in the possession of the medical provider for notes/comments and for review by the Medical Director. The patient was given a note for front office staff with instructions for the next appointment and a request for additional information, if any. In the case of referrals, the medical team informed the patient of the reason for the referral and the nursing staff personally guided the patient to a social worker for appointment with the referral. Social workers assisted the patient in acquiring needed free prescriptions and pre-natal vitamins.

The medical team was responsible for quality control of medical care which was managed through medical staff meetings and monitoring of written standing orders/protocols. The medical team discussed with management performance improvement standards and worked to maintain the same quality of care delivered in their private offices. Employee roles were continually addressed for potential improvements. All teams—social workers, front office staff, and medical team—coordinated care for each individual, including communication skills for patients with special circumstances.

Medical record audits were conducted periodically. Social service audits were conducted annually.

THG/WWC will subcontract with 16 clinics in 62 counties and 20 clinic sites. The professionals at these clinics include general practitioners, family medicine providers, OB/GYNs, nurse practitioners, and nurse midwives. The providers have extensive women's health experience, with an average of nearly 20 years in the field. Several have been providing women's care for over 25 years. All are in good standing with the State of Texas.

## 5. Experience in Comprehensive Health Care

THG/WWC will administer comprehensive health care through a network of subcontractors around Texas. Each physician or clinic we contract with will deliver prevention, screening, diagnostic, and treatment services, and local referrals, and bill appropriately. According to the THG/WWC contract, providers will meet the standards of Federal and State laws (employee and other), OSHA and HIPPA standards, ADA requirements, and all other applicable laws/standards. THG/WWC will conduct on-site training of each facility staff to establish the boundaries of the State contract. In-service training for staff development and specific trainings will be offered quarterly. Training needs assessments will be conducted on site quarterly. Quality Assurance Committees for each facility will assess in coordination with THG/WWC. Additional training will be immediate in areas of identified need. Audits will be conducted quarterly until procedures are well established. Annual unscheduled audits (at a minimum) will be a permanent part of the contract.

THG/WWC will provide or assist each subcontractor with the following marketing plan:

- Website with correct information (establish if necessary.)
- Facebook account (THG/WWC will assist with posts twice weekly.)
- Twitter if physician or clinic so desires
- Public Service Announcements (PSA's) – Television and Radio (Production of 15 and 30 second commercials in English and Spanish) PSA's air free at various times which is when our target market is watching.
- 800 number with direct connect to facility nearest caller will be used on all advertising
- Brochures (one common with stick-on labels for each facility)
- University/College Campuses – Coupon books, campus newspapers
- Door Hangers in appropriate areas near each clinic or physician
- Booths in area and state fairs and other community events
- Evaluation Cards with encouragement to refer friends
- Correct information on 211 number

During training, THG/WWC will provide each clinic or physician with the following materials:

- Policies and procedures for best practices of serving patients under these programs including: Quality Assurance protocols, emergency policies and procedures, guidance for interpreter and language translation, financial management systems/billing direction
- Instructions:
  - for booking first appointment with a list of the information necessary to assess for eligibility
  - suggested standing orders/protocols
  - master of patient evaluation forms and super bill
- Flip book for placement near each in-coming telephone with a list of necessary documents patients must provide to meet and prove eligibility requirements
- Assessment materials to determine eligibility
- Brochures

- Billing Instructions
- Door Hangers
- Master Evaluation Card with encouragement for referrals
- Each subcontractor already has a referral network in place with local physicians and/or hospital. THG/WWC will evaluate and assist in expanding if necessary. Additional referral resources will include:
  - CHIP and other state programs to assist families
  - Child Support Services
  - Local free child care
  - Abuse reporting – Child Protective Services/Abused Women Shelters
  - Medicaid
  - Mobile Mammogram services for the local area
- Lists of potential opportunities for community education

Medical Directors of each subcontractor will directly oversee quality assurance as well as develop and monitor protocols/standing orders. Medical staff will closely monitor documentation in medical records with special attention to adverse outcomes. Bi-monthly and as necessary staff meetings will address areas of concern. Each patient will be given an evaluation form at each visit. Patient complaint forms will be placed around the facility to enable anonymous complaint reporting. Office manager/front office staff will report situations of patient concern. Medical Director will address issues in a timely manner, if not immediately. Each employee will be given a Policies and Procedures manual.

THG/WWC will subcontract with 16 clinics in 62 counties at 20 clinic sites. The professionals at these clinics include general practitioners, family medicine providers, OB/GYNs, nurse practitioners, and nurse midwives. The providers have extensive women's health experience, with an average of nearly 20 years in the field. Some of these come from a general or family care background with 20+ years of provision of comprehensive medical care. All are in good standing with the State of Texas.

## 6. Subcontracting Background

THG/WWC's subcontracting experience with other organizations has been with 180-plus Texas nonprofits and 4,000 nonprofits nationwide. Our services have been contracted for strategic planning and fundraising. THG/WWC offers a newsletter for Texas non-profits and acts as a watchdog for industry issues. THG's experience in founding and operating clinics qualifies us to provide oversight over subcontractors throughout the state. Part of our mission has been to help other clinics operate effectively to accomplish a common goal. When THG/WWC started working with Texas resource centers in the late 1990s, there were 93 centers throughout the state. We have assisted in founding over 60, and the number has grown to 183 outreach centers serving Texas local areas.

A. As new resource centers were founded, boards were trained in the management styles both of governing and oversight. As part of the strategic planning process, THG/WWC led board members to determine which type of board leadership style they wished to practice. From that point strategic planning of the management goals and objectives moved forward to a printed plan with checks and balances in place. Boards were trained to self-audit, and financial controls were established. Best business practice outlines were in place and adjustments made as necessary.

Annual audits and strategic plan adjustments were part of THG/WWC's ongoing participation with subcontractors.

B. THG/WWC's experience in developing subcontractors and negotiating with same has been with non-profit organizations offering women's health services. Our experience is that many are anxious to subcontract with an organization that supplements their weaknesses. For instance, if a person has trained to be a medical doctor, their focus is not necessarily on best business practices or on writing a grant, but on medical care of patients. Particularly a small medical practice is happy to participate as a subcontractor with someone who will train and assist with what they may consider their weakest points – front office business and patient recruitment. THG/WWC works minimize and train our subcontractors to address areas of weakness which frees them to focus on their strengths. Negotiations are enhanced by the ability to build the strong business practices of a subcontractor.

C. THG/WWC monitors programs of subcontractors through Board reviews and audits of the organizations' services and through on-site audits of programs. After strategic planning, THG/WWC trains staff and establishes guidelines to provide statistics to analyze success of programs which prove effectiveness of both professional (front office) and clinical services.

- Protocols are established for front office and medical staff.
- Statistical plan is in place for each job description and actions.
- Plans for monitoring are in place. Monitoring body is identified: Office manager/Medical Director.
- Project moves forward. Patients served.
- Statistical data compiled/analyzed/reported.
- Success evaluated.



D. THG/WWC provides technical support to subcontractors on a customized basis. Our experience has produced explosive growth when implemented properly. In 2013-14, one center experienced a 300% growth in patients. An initial audit of services will develop the list of areas in need of support. Steps are as follows:

- Strategic plan will set in place the goals of the organization which will facilitate development of the budget. Clear direction for management and staff flow from the plan.
- Management needs are identified through interviews with Medical Director and staff. Adjustments will be made from the management level to facilitate better working relationships between contractor and subcontractor.
- Training materials are developed on an individual basis (following the initial audit).
- Job descriptions for each employee are delivered and discussed.
- Monthly conference calls facilitate communication in areas of need.
- THG/WWC staff is on call for additional issues.

E. Staff positions responsible for monitoring subcontractors will be:

- Program Clinical Director (Registered Nurse or Licensed Vocation Nurse) and staff as follows:
  - Quality Assurance/Quality Improvement Manager (Medical Technician)
  - Patient Services Manager (Billing Experience)
  - Quality Assurance/Compliance Specialist (2) (Medical Technicians)

F. Staff positions responsible for monitoring professional and clinical subcontractors are the same as above. Program staff will be trained to work with professional, front office, and medical staff.

- Program Clinical Director (RN or LVN)
- Quality Assurance/Quality Improvement Manager (Medical Technician)
- Patient Services Manager (Billing Experience)
- Quality Assurance/Compliance Specialist (2) (Medial Technicians)

G. THG/WWC Policies and Procedures for monitoring subcontractors will be customized for each subcontractor at the initial audit during an interview with the Medical Director and Office Manager. A legal contract between contractor and subcontractor will be developed by THG/WWC legal counsel. The contract will define the relationship, expectations, agreements, and services to be delivered. THG/WWC will require a monthly report from each subcontractor on services provided, analyze these reports, and make adjustments as necessary. We will perform a quarterly audit, and the Facility Service Manager will audit front office procedures. THG/WWC medical director will review 25% of subcontractor charts.

H. The Patient Services Manager will provide training and technical assistance to subcontractors on data collection, submission, billing, and rejected claims. Data quality improvement will be addressed based on rejected claims.

**J. Dwayne Anderson, CPA**  
**101 West Sixth Street, #508**  
**Austin, Texas 78701**  
**(512) 396-2721**  
[jdacpa@centurytel.net](mailto:jdacpa@centurytel.net)

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An experienced financial manager with continued interest in financial management and accounting control

### **Financial Consulting & Leadership**

**Carefree Financial Management, Inc.**  
Austin, Texas

2007 to Present

#### **CFO, Consultant**

- Provide financial consulting and leadership to businesses and their owners in markets across Texas and beyond.
- Construct and monitor financial models used to lead key executives in financial decisions and promote action in strategic matters.
- Lead on-site accounting staff in providing timely and accurate financial information to promote sound financial performance and evaluation.

#### **Industries Served**

- Financial Services
- Real Estate Development
- Recreation and Hospitality
- Non-Profit
- Creative and Artistic

### **Accounting and Tax Leadership**

**J. Dwayne Anderson, CPA**  
Offices in Austin & Houston, Texas

1999 to Present

#### **Certified Public Accounting**

- Provide tax planning and leadership across many industry and individual business structures.
- Expert witness representation at all levels of court system in both State and Federal courts.
- Provide forensic accounting services due to fraud, divorce, and partnership disputes across multiple industries.

## **Controller Services**

**J. Dwayne Anderson**  
Dallas/Fort Worth and Austin, TX

1987 to 1999

### **Controller**

- Provided controller services to various industries during twelve-year employment career.
- Served businesses in construction, manufacturing, and hospitality industries in markets across the state and country.

## **Education & Certification**

**Baylor University**  
Waco, TX

1983 to 1987

### **BBA, Accounting**

- Graduated in four years while working in financial services industry.
- Participated in Baylor Externship program at Price Waterhouse Coopers.
- Served in leadership in campus organizations and provided student assistance to accounting department professors and students.

### **Certified Public Accountant**

- Passed exam and received certification in year of graduation from Baylor University while pursuing career interests full-time.

NOREEN ZENITA JOHNSON  
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COLLEGE STATION, TX 77840  
(979) 693-3329 home  
(979) 764-4043 office  
(979) 694-2175 fax

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## CURRICULUM VITAE

### Biographical Data:

Birthplace: San Fernando, Trinidad, West Indies  
Resident of U.S. since 1971  
Citizen of U.S.

Marital Status: Married to Haywood J. Robinson, M.D.

**Professional Data:** Current Medical License for California and Texas

Occupation: 1981-Present  
Physician-OB/GYN, Private Practice  
Brazos Medical Associates  
Bryan/College Station, Texas

### Academic Appointment:

Clinical Assistant Professor, Department of Obstetrics  
And Gynecology, Texas A&M University Health Science Center

Member of Admissions Committee of Texas A&M Medical School

Clinical Instructor in Gynecology for Family Practice Residency Program  
Of the Brazos Valley

### Professional Memberships:

Fellow American College of Obstetrics and Gynecology  
Texas Medical Association  
Brazos-Robertson County Medical Society  
Christian Medical and Dental Society  
American Association of Prolife OB/GYNS

### Professional Interests/Post Graduate Training:

Robotic Surgery  
Minimally Invasive Gynecologic Surgery

**Noreen Johnson M.D., CV cont.....**

**Academic Achievements:**

Board Certified:	American Board of Obstetrics and Gynecology (1983)
Residency:	Obstetrics and Gynecology-Charles R. Drew/Martin Luther King, Jr Medical Center, Los Angeles, CA (1977-1981)
Medical School:	M.D.-Howard University, Washington, DC (1973-1977) B.S.-Howard University, Washington, DC Chemistry; Summa Cum Laude (1973)
High School:	Naparima Girls High School, San Fernando, Trinidad Class Valedictorian (1969)

**Awards and Recognitions:**

Preceptor of the Year—Texas A&M University Health Science Center (1993)

**Lectures:**

8/95	Catholic University of Chile, Santiago, Chile Seminar "Women, Family and Society" Lecture "My Experience with the Abortion Industry"
5/97	Right to Life Michigan Legislative Day Address "Abortion Clinic Regulations"
12/97	Texas A&M University Keynote Speaker Women's Health Symposium "Promoting Healthy Lifestyles to Women on Campus"
4/98	Human Life International 17 <sup>th</sup> Annual World Conference Houston, TX—Medical Professionals Seminar on Vulnerable Patients and the Aim of Medicine Lecture "Abortion Procedures"
10/05	Trinidad & Tobago—Lawyers for Jesus Conference The Abortion Industry
8/07	Nicaragua—Testimony on my experience with the abortion Industry and its effect on society-Community lectures & press Conferences surrounding legislative sessions on reversing the Ban on abortions—favorable outcome, law upheld.

**Noreen Johnson M.D., CV cont.....**

**Expert Testimony:**

- |      |   |
|------|---|
| 7/95 | State of Louisiana House of Representatives<br>Testimony HB2246 "Women's Right to Know"<br>Bill passed into Law 9/95      |
| 8/95 | State of Montana Written Testimony<br>"Women's Right to Know" Law SB292   |
| 1/96 | Dr. James Pendergraft vs City of Orlando<br>Case Orlando Women's Center<br>Testimony of behalf of the City of Orlando     |
| 8/96 | Dr. James Pendergraft vs City of Orlando<br>Testimony Florida Supreme Court<br>Testimony on behalf of the City of Orlando |

**Television/Video:**

- |       |   |
|-------|---|
| 1995  | Video "A Doctor Explains the Procedure of Abortion"   |
| 11/98 | Eyes on Tampa Bay—Television Talk Show with host<br>Eleanor Dreschel and other guest, Dr. James Pendergraft,<br>Late term abortion provider in Tampa, Florida |
| 2/07  | Featured on Life Network Television-Host Brad Mattes<br>Testimonies from ex-abortionists.<br>Excerpts also featured on TBN                                    |

### **Job Description: Clinical Program Director**

The **Clinical Program Director** must be a licensed registered nurse or a licensed vocational nurse in good standing with the state of Texas. The Clinical Program Director oversees the Quality Assurance/Quality Improvement Manager, the Client Services Manager, and the Compliance Specialist. The Director's overall responsibility is ensuring that Quality Assurance and Quality Improvement of delivery of services through sub-contractors. The Clinical Program Director must:

- Devise sampling procedures and directions for recording and reporting quality data
- Review implementation and efficiency of quality and inspection systems
- Document audits and other quality assurance activities
- Coordinate and support on-site sub-contractor audits
- Evaluate audit results and compile statistical quality data for reporting
- Evaluate audit findings and implement appropriate corrective actions
- Identify training needs and organize training interventions to meet quality standards
- Monitor risk management activities
- Assure ongoing compliance with quality assurance and improvement
- Investigate complaints and non-conformance issues

The Clinical Program Director must be available to sub-contractors for assistance in developing quality assurance policies and procedure. The Clinical Program Director is available for subcontractor in-service training and speaking engagements.

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**Academic Appointment:**

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Clinical Instructor in Gynecology for Family Practice Residency Program  
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**Professional Memberships:**

Fellow American College of Obstetrics and Gynecology  
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Christian Medical and Dental Society  
American Association of Prolife OB/GYNS

**Professional Interests/Post Graduate Training:**

Robotic Surgery  
Minimally Invasive Gynecologic Surgery



**Noreen Johnson M.D., CV cont.....**

**Academic Achievements:**

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Chemistry; Summa Cum Laude (1973)

High School: Naparima Girls High School, San Fernando, Trinidad  
Class Valedictorian (1969)

**Awards and Recognitions:**

Preceptor of the Year—Texas A&M University Health Science Center (1993)

**Lectures:**

8/95 Catholic University of Chile, Santiago, Chile  
Seminar "Women, Family and Society"  
Lecture "My Experience with the Abortion Industry"

5/97 Right to Life Michigan Legislative Day  
Address "Abortion Clinic Regulations"

12/97 Texas A&M University  
Keynote Speaker Women's Health Symposium  
"Promoting Healthy Lifestyles to Women on Campus"

4/98 Human Life International 17<sup>th</sup> Annual World Conference  
Houston, TX—Medical Professionals Seminar on Vulnerable  
Patients and the Aim of Medicine  
Lecture "Abortion Procedures"

10/05 Trinidad & Tobago—Lawyers for Jesus Conference  
The Abortion Industry

8/07 Nicaragua—Testimony on my experience with the abortion  
Industry and its effect on society-Community lectures & press  
Conferences surrounding legislative sessions on reversing the  
Ban on abortions—favorable outcome, law upheld.

Noreen Johnson M.D., CV cont.....

**Expert Testimony:**

7/95	State of Louisiana House of Representatives Testimony HB2246 "Women's Right to Know" Bill passed into Law 9/95
8/95	State of Montana Written Testimony "Women's Right to Know" Law SB292
1/96	Dr. James Pendergraft vs City of Orlando Case Orlando Women's Center Testimony of behalf of the City of Orlando
8/96	Dr. James Pendergraft vs City of Orlando Testimony Florida Supreme Court Testimony on behalf of the City of Orlando

**Television/Video:**

1995	Video "A Doctor Explains the Procedure of Abortion"
11/98	Eyes on Tampa Bay—Television Talk Show with host Eleanor Dreschel and other guest, Dr. James Pendergraft, Late term abortion provider in Tampa, Florida
2/07	Featured on Life Network Television-Host Brad Mattes Testimonies from ex-abortionists. Excerpts also featured on TBN

*Cheng Chien Song M.D., F.A.C.O.G*  
*Obstetric and Gynecology*

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**Curriculum Vitae**  
**Cheng Chien Song M.D.**  
**April 7, 2016**

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Beeper: 817.651.5601  
D.O.B: [REDACTED]  
Place of birth: Taiwan  
Citizenship: U.S.A  
Language: Chinese, English  
Education:

High School: Lufkin High School, Lufkin, TX 1978  
Undergraduate: Texas A&M University  
College Station, Texas  
Bachelor of Science; Zoology 1982  
Medial School: University of Texas Medical Branch  
Galveston, Texas  
1986  
Internship: Family Practice  
John Peter Smith Hospital  
1500 South main  
Fort Worth, Texas 76104  
1987

Obstetrics & Gynecology  
John Peter Smith Hospital  
1500 South Main  
Fort Worth, Texas 76104  
1988

Residency: Obstetrics & Gynecology  
John Peter Smith Hospital  
1500 South Main  
1991

Board Certification: American Board of Obstetrics and Gynecology November  
1994 through December 2014

Licensure: Texas #H2010

Professional history:

1. Kaiser Permanente Fort Worth, 1001 12<sup>th</sup> Avenue, Fort Worth, Texas 76104, August 1991, through October 1998, (Practice closed)
2. The Medical group of Texas, 1001 12<sup>th</sup> Avenue, Fort Worth, Texas 76104, November 1998 through March 2001 (Practice closed)
3. Solo Practice at 909 9<sup>th</sup> Avenue, Suite 205, Fort Worth, Texas 76104, from April 2001 to April 2003, practice was moved to the present address on April 2004

Hospital affiliation:

1. Baylor All Saints Hospital, Fort Worth, active staff, 2001 to present
2. Harris Methodist Fort Worth, courtesy staff, 2001 to present

Appointments:

1. Quality assurance committee, Plaza Medical Center, 1998-1999
2. Secretary of medical staff, Plaza Medical Center, 1999
3. Obstetric & Gynecology nominating committee, Baylor All Saints Fort Worth, 2006

Professional memberships:

1. American Medical Association
2. Texas Medical Association
3. Tarrant County Medical Society
4. Fort Worth Ob-Gyn Society
5. American College of Obstetrics & Gynecology

**Christy Scoggins, FNP**

Advanced Practice Record: AP112764

License Issued: 07/11/1995

Current Practice Address:

1712 B Hwy 1431 W

Marble Falls, TX 78654

Supervising Physician: Dr. Omar Gonzalez, MD

License Number: F8128, Full Medical License

Issuance Date: 02/21/1981

Specialty Certification: American Board of Family Medicine

Abridged CV's for our Providers at Community Wellness Clinic in Conroe, Texas

Alford, Deborah APRN Lic. No.: 540966 NPI: 1316000128 Specialty: PNP  
Graduated from Baylor in 1987 with a BSN and from Texas Women's University as a  
PNP in 1995. Licensed as an APRN in 1996. Been with us since 2006.

Chapman, Mica APRN Lic. No.: 651592 NPI: 1164594388 Specialty: WHNP  
AND from North Harris Montgomery Community College in 1998; BSN from Prairie View  
A&M 2001 and from Drexel University in 2003 as a WHNP. Been with us since 1993.

Gregory, Marilyn APRN Lic. No.: 224902 NPI: 1861564072 Specialty: WHNP  
Owner Community Wellness Clinic since 1993.

King, Diane APRN Lic. No.: 584878 NPI: 1861649550 Specialty: WHNP  
Graduated from UT-Health Houston with MSN in 1999. Licensed as APRN in 2000.  
Been with us since 2010.

Caceres, Juan Ob/Gyn Supervising Physician License No.: F8817 NPI: 1154305902  
Sold his practice in Corpus Christi in 2015 and moved to Montgomery County where he  
found us around October.

Zobal, Kimberly GP Supervising Physician License No.: J4636 NPI: 1881885697  
I believe she sold her part of her practice in College Station to her partner(s) in 2005  
and moved to Montgomery County and found us in either 2006 or '07. Been acting as  
our Supervising Physician ever since.

We also have an RN and would be looking to hire another to provide more Women's  
Health to an increased patient load as needed.

**Dr. Eliud Acevedo, MD**

License Number: J2437, Full Medical License

Issuance Date: 11/14/1992

Specialty Certification: American Board of Obstetrics & Gynecology, 1994

Internship and Residency: San Juan City Hospital, San Juan, Puerto Rico, 1988-92

Graduate of Universidad Central del Caribe School of Medicine, Bayamon, Puerto Rico, 1988

Current Primary Practice Address:

1405 Jacaman Rd., Ste 101

Laredo, TX 78041

Hospital Privileges:

Laredo Medical Center, Laredo, TX

Doctors Hospital, Laredo, TX

Languages: Spanish

**April A. Tolbert, RN, MS, WHNP-BC**

APRN License Number: AP116055

Texas RN License Number: 642928

License Issued: 07/09/1997

RX Authorization Number: 7854

Graduate of University of Central Arkansas and Texas Women's University

Current Practice Address:

Health4U Clinic

3825 Yucca Ave

Suite 129

Fort Worth, TX 76010



## **Esther Tanyi Ashu, MSN, ARNP, LCSW, RN**

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### **EDUCATION**

MSN, FNP Tract, Rockhurst Univ/Research College of Nursing, Dec, 2010.

BSN, Rockhurst University/Research College of Nursing, Kansas City, 2008

MSW, University of Missouri, Kansas City, 2005

M.A., Linguistics & Translation, University of Buca, Cameroon, 1992

B. A., English/French, University of Yaounde, Cameroon, 1989.

### **RELEVANT EXPERIENCE**

**July 2015 to Present:** Family Nurse Practitioner/Clinical Administrator, Health Now Family Practice, Desoto, TX.

- Comprehensive primary care including chronic care management (asthma, hypertension, hyperlipids, diabetes, and coronary artery disease), acute and emergent care, physical exams, preventive health, as well as collaboration with outpatient and hospital-based specialists/services.
- Order and interpret findings of relevant diagnostic laboratory tests & Medication management;
- Psychiatric assessment, diagnosis, and treatment of individuals with psychiatric, severe/persistent mental illness, and co-occurring substance use disorders.
- Medication management according to clinical guidelines.
- Minor Procedures: I & D,

**September 2015-Present:** Nurse Practitioner, Parkland Health & Hospital System, Dallas County Jail.

- Assessment, diagnosis, and treatment of individuals with acute and chronic illnesses as well as severe and persistent mental illness and co-occurring substance use disorders.
- Medication management;
- Order and interpret findings of relevant diagnostic laboratory tests.
- Work with interdisciplinary team to develop person-centered treatment plans reflective of bio-psycho-social theories, evidence-based care, and practice guidelines.
- Perform other relevant duties as assigned

**June 2014 – July 2015 and May 2011-May 2012:** Nurse Practitioner, Swope Health Services, Kansas City, MO.

- Assessment, diagnosis, and treatment of individuals with acute and chronic illnesses as well as severe and persistent mental illness and co-occurring substance use disorders.
- Medication management;
- Order and interpret findings of relevant diagnostic laboratory tests.
- Work with interdisciplinary team to develop person-centered treatment plans reflective of bio-psycho-social theories, evidence-based care, and practice guidelines.
- Perform other relevant duties as assigned.

**June 2014 to April 2016:** Nurse Practitioner, Walgreens Take Care Health, PRN, KS/MO Markets.

- Assessment, diagnosis and treatment of acute illnesses, and well exams;
- Skin and subcutaneous Procedures: Incision & Drainage, aspiration, Warts & Skin tag removal;
- Pain and Inflammation management: Cortisone and opiate injections;

**May 2012 to May 2014:** Family Nurse Practitioner/Clinical Administrator, PMS Artesia, NM.

- Comprehensive primary care including chronic care management (asthma, hypertension, hyperlipids, diabetes, and coronary artery disease), acute and emergent care, physical exams, preventive health, as well as collaboration with outpatient and hospital-based specialists/services.
- Order and interpret findings of relevant diagnostic laboratory tests & Medication management;

- Coordinate interdisciplinary teams to develop person-centered treatment plans reflective of bio-psycho-social theories, evidence-based care within Medical Home guidelines.
- Psychiatric assessment, diagnosis, and treatment of individuals with psychiatric, severe/persistent mental illness, and co-occurring substance use disorders.
- Psychiatric Medication management according to clinical guidelines for antidepressant, antianxiety, and psychotic medication.
- Clinical supervision of BH clinicians & providers; Audits and Quality Assurance, corporate policy/decision meetings.

**November 2012 to November 2013:** Family Nurse Practitioner, Urgent Care, Kymera Independent Physicians, Roswell, NM

- Assessment, diagnosis and treatment of acute illnesses;
- Laceration repair : Sutures, staples, wound care and follow up;
- Skin and subcutaneous Procedures: Incision & Drainage, aspiration, Warts & Skin tag removal;
- Pain and Inflammation management: Cortisone and opiate injections;
- Orthopedic Procedures: Casts, Splints, Brace, wraps;
- Radiologic Interpretation: CXR, Abdominal Series, Fractures;
- Electrolyte Management: IV infusions, Serum and Metabolic labs, etc;
- Other Procedures: Foreign body extraction, Respiratory/airway maintenance, etc;

**January 2011 to April 2012:** Family Nurse Practitioner, CCS, Lansing Correctional Facility, KS.

- Comprehensive primary care to inmates including chronic care management (asthma, hypertension, hyperlipids, diabetes, and coronary artery disease);
- Assessment, diagnosis and treatment of acute illnesses;
- Laceration repair : Sutures, staples, wound care and follow up;
- Skin and subcutaneous Procedures: Incision & Drainage, aspiration, Warts & Skin tag removal
- Medication management of acute and chronic diseases;
- Infirmary rounding;
- Order and interpret findings of relevant diagnostic laboratory tests;
- Develop and implement interdisciplinary person-centered treatment plans.

**Aug. 2008 to June 2011:** RN Manager, Staff Development, Infection Control, Employee Health, & Patient Advocate, Research Psychiatric Hospital, Kansas City, MO.

- Coordinate, implement & monitor hospital-wide infection control policy per CDC guidelines;
- Prepare and maintain records, charts, and reports for performance improvement;
- Manage electronic incident reports;
- Employee health and safety; immunizations, PPD, employee injuries, serve in committees (safety, performance improvement, etc);
- Staff development : new employee orientation/training, develop/ implement staff in-services/ trainings;
- Advocate for patient rights;
- Psychiatric and physical assessments, medication administration, psychosocial assessments, treatment planning, admissions, discharges, and weekend charge nurse.

## **OTHER SKILLS/KNOWLEDGE**

Office:	Customer Service, Public Relations, Office Administration, Copier/Fax, Typing, data entry, Bi-lingual (French/English).
Software/DBMS:	EPIC, NextGen, ECW, Meditech, SOAPWare, Practice Partners; MS Word, Excel, Access; PowerPoint, Microsoft Outlook, Oracle.
Programming languages:	HTML, SQL, Javascript.

### **PROFESSIONAL AFFILIATIONS**

- American Nurses Association;
- AANP

### **RESEARCH AND EVALUATION EXPERIENCE:**

**April, 2010:** *Reducing Homelessness Through Mobile Management of Mental Illness.* Research paper presented at Research Medical Center/RCON Scholarship Day. Presented results of a study that used mobile mental health vans to reduce homelessness in the greater Kansas City area.

**Jan. 2009 to May, 2009:** Research utilization project on *Perinatal Outcomes in Women with Psychiatric Disorders*, presented at the Bobbie Siler Scholarship Day at Research College of Nursing.

**HILLSIDE FAMILY HEALTH CLINIC PA**

**Cathy Powers, FNP**

**7130 Bell Street**

**Amarillo, Texas 79109**

**RESUME**

**OBJECTIVE:** Advanced Family Nurse Practitioner in independent collaborative practice.

**EDUCATION:** Advanced Family Nurse Practitioner (West Texas A&M University).

Masters on Science in Nursing at West Texas A&M University (December 1993).

Bachelor of Science in Nursing at Dallas Baptist University (May 1974).

**PRESENT EMPLOYEMENT:** Oct. 1999-Present. Owner and provider for Hillside Family Health Clinic, PA in collaborative practice with Dr. Thomas Sames. Responsible for medical care of the patients and for operation of the clinic. Assess needs of the patients and families, formulate plans, write prescriptions, give treatments, make referrals, problem solve, and follow up on care.

**PAST EMPLOYEMENT:** Advanced Family Nurse Practitioner in collaborative practice with Dr. Robert Philips (July 1999-October 2000) for 240 Nursing Home residents and an average of 5-10 hospital patients/day. Provided Primary Care, History and Physicals, dictated admission and discharge summaries as needed.

Family Nurse Practitioner with Alyce Morton FNP at Southlawn Clinic. Provided primary care, assessed psycho social needs of children and adults daily. Provided Medicaid Health Step Physicals to children and referred them as needed. Worked part-time at Osage Clinic providing physicals and primary care to patients in collaboration with Dr. James Morton. (March 1995-July 1999).

Nurse Manager of 40 bed Orthopedic/Neurological Unit at Northwest Texas Health Care Systems (January 1992- February 1995). Responsible for overall operations including budget for 30 staff members.

Head Nurse of 30 bed cardiology/pulmonary unit at Veterans Administration

Critical Care Staff Nurse in ICU and VAMC (1987-1992).

Chief Flight Nurse and coordinator of Air Ambulance transfers of Veterans between Amarillo and other VA hospitals. Responsible for both medical and surgical patients in ICU.

Director of Patient Care Services at Golden Plains Community Hospital in Borger, Texas (April 1986-August 1987). Administrator of seven departments involved with patient care to include Diagnostic Imaging, Lab, Pharmacy, Nursing, Respiratory Therapy, Home Health, and Outpatient Clinic. Responsible for bring Home Health up to Medicare standards and reducing a \$54,000.00 debt. Responsible for establishing an Outpatient Ambulatory Care Department with six outpatient services including Day Surgery, Stress Testing, Respiratory Therapy, Diagnostic Testing, Chemotherapy, Employee Health and a Public Health Clinic. Also responsible for overseeing the planning, organizing, directing, and evaluation of nursing staff. Prepared and maintained operational and capital budgets.

Staff ICU Nurse at Parkland Memorial Hospital Dallas, Texas (June 1985-March 1986). ICU nurse in fourteen bed ICU providing care for Cardiac patients. Responsible for total patient care of 2-3 patients day. One patient usually on a ventilator.

Assistant Night Supervisor of Mesquite Community Hospital, Mesquite, Texas (January 1985-June 1985). Relief night supervisor of a 168 bed hospital. Responsible for processing of after hour admissions, triage of all emergency cases, dispensing of medications from pharmacy, staff scheduling of forty employees as well as numerous general administrative duties.

Charge Nurse of forty bed surgical unit at Mesquite Community Hospital (September 1984- December 1984). Responsible for assessing and caring for pre and post surgical care patients of a seven person nursing staff on the 11-7 shift.

Charge Nurse of the Telemetry and Step down unit at Mesquite Community Hospital (October 1982-1984). Responsible for cardiac and respiratory patient care on a thirty six bed unit. Supervisor of six nurses on the 11-7 shift. Also relief Charge Nurse in ICU and ER.

Home Health Supervisor for the Medical Personnel Pool, Inc. Dallas, Texas ( March 1982-October 1984). Responsible for establishing and operating the Medicare Home Visiting Nurses Program for this company in the Dallas County area and for supervising nurses and aides in home care services. Under my direction, this company passes their first Medicare Certification.

Staff Nurse at Memorial City General Hospital Houston, Texas (June 1981-March 1982). Responsible for administering both peripheral and arterial chemotherapy for patients assigned to an oncology unit.

Home Health Nurse for Dallas County Visiting Nurse' Association, Dallas, Texas (December 1977-June 1981). Nursing Manager responsible for a department which provided nursing and homemaker care to Medicare and Medicaid patients. Duties included writing policies and procedures, making payrolls, scheduling service, orientation and training of staff and performing liaison between the Texas Department of Human Resources and VNA.

Case Nurse responsible for home caring nursing of 30-40 patients to include assessment and evaluation of psycho/social/medical needs, counseling, dressing changes, teaching, referrals, etc. Also, responsible for supervision and training of para-professionals in the patients' homes.

Charge Nurse at Garland Community Hospital, Garland, Texas (October 1976- December 1977) responsible for patient care on the Medical-Surgical unit.

Physicians' Assistant to James B Debusk, MD. Garland, Texas (June 1974-October 1976). Scrubbed in on Gynecological Surgery, labor and delivery, screened telephone calls, pre-post teaching and health histories. On 24 hour call.

**PROFESSIONAL DATA:**

Texas State Nursing License: 231599

NPI # 1518963602

Medicare UPIN # NP0052

DEA # MP1043847; DPS # D0130826

MEMBER OF ANA, TNA, ANP

Member of Westover Fellowship Methodist Church

## CONTACT INFORMATION

Office: 806-373-4010

Fax: 806-331-6373

Cell: 806-341-1005

E-mail: [cathy\\_drsit@hotmail.com](mailto:cathy_drsit@hotmail.com)

Web Page: [www.hillsidefamilyhealth.com](http://www.hillsidefamilyhealth.com)

## REFERENCES:

Dr. William Hale  
1400 S Coulter  
Amarillo, TX 79106

Dr. Patrick Crawford  
2913 S Georgia  
Amarillo, TX 79109

Steven D McDaniel, RPH  
5901 S Bell, Suite C-32  
Amarillo, TX 79109

P.O. Box 3068  
Amarillo, Texas 79116

Thomas A. Sames, MD, PA  
ThomasSamesMD@aol.com

# Thomas A. Sames, MD

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## Personal data

Date of Birth: [REDACTED] Port Lavaca, Texas

Family: Wife – Pam, Son – Austin (18), Daughter – Lindsay (16)

## Education

Emergency Medicine Residency - Joint Military Medical Centers (JMMC), Wilford Hall Medical Center and Brooke Army Medical Center, San Antonio, Texas, 1993-96

Internship — General Surgery, Mayo Graduate School of Medicine, Rochester, Minnesota, 1989-90

Medical School - Texas A&M College of Medicine, College Station, Texas, 1985-89. Degree - Doctor of Medicine, 1989. Degree - Bachelor of Science, Medical Science, 1987

Undergraduate -Texas A&M University, College Station, Texas, 1981-85  
Degree - Bachelor of Science, Animal Science, 1985

## Professional experience

### Medical Direction

1. Plum Creek Healthcare Center, Amarillo, TX, 10/2004 – present
2. Blvins Memorial Nursing and Rehabilitation, Amarillo, TX, 5/2006 – present
3. Ussery-Roan Texas State Veteran's Home, Amarillo, TX, 3/2007 – present
4. Northwest Texas Rehab Hospital, Amarillo, TX, 1/2010 – present

### Medicare Utilization Review Director

Heritage Convalescent Center, Amarillo, TX, 7/2005 - present

### Geriatric Medicine

10/2001 – present

### Hospice and Palliative Medicine

10/2001 – 5/2003 (Medical Director)

### Emergency Medicine

Presbyterian Hospital, Albuquerque, NM, 7/1999 – 4/2002

Kirtland AFB, 8/1996 – 7/1999

Dyess AFB Emergency Department, Abilene, Texas, 9/90 - 5/93



**Medical Licensure/  
Certification**

Texas Medical License: H8372 (expires 8/2011)

Board Certified by the American Board of Emergency Medicine 1997.  
Recertified December 18, 2006 – expires December 31, 2016.

DEA Controlled Substance Registration (expires 2/28/2011)

Texas DPS Registration (expires 9/30/2011)

**Awards and  
recognition**

Chief Resident, JMMC Emergency Medicine Residency, 1995-96

Accreditation Council for Graduate Medical Education (ACGME)  
Residency Review Committee for Emergency Medicine (RRC-EM), Voting Member, 1994-97, Subcommittee for development of EM Resident Questionnaire

Emergency Medicine Residents Association (EMRA) Board of Directors  
ACGME RRC-EM Representative, 1994-96.

American Board of Emergency Medicine (ABEM) Representative

**Presentations**

Advanced Cardiac Life Support Instructor Course, November 1998, Mega Ventricular Fibrillation Skill Station

Advanced Cardiac Life Support, August and November 1998, Special Situations

Advanced Cardiac Life Support, June 1997, Mega Code Skill Station

JMMC EM Residency Grand Rounds, February, 1996, Spirochete Infections

JMMC EM Residency Grand Rounds, November, 1995, Transplant Emergencies

Society of Academic Emergency Medicine Annual Meeting, May, 1995, Sensitivity of New Generation Computed Tomography in Subarachnoid Hemorrhage

Air Force Society of Clinical Surgeons Annual Meeting, April, 1995, Sensitivity of New Generation Computed Tomography in Subarachnoid Hemorrhage

JMMC EM Residency Grand Rounds, February, 1995, Digoxin Toxicity

JMMC EM Residency Grand Rounds, May, 1994, Reye Syndrome

## **Publications**

Elder Abuse. Sames. Panhandle Health. Summer 2004.

Sensitivity of New Generation Computed Tomography in Subarachnoid Hemorrhage. Sames, Storrow, Finkelstein, Magoon. Academic Emergency Medicine. 1996; 3:16-20.

Residency Review Committee. Sames and Wagner. EM In Focus Handbook 1996.

Emergency Medicine Resident Questionnaire. Sames and Green. 1996.

Anaplastic Carcinoma of the Thyroid Presenting as a Mediastinal Mass with Stridor. Sames and Hendricks. Accepted for publication in Contemporary Surgery.

Free Thyroid Hormone Levels in Catfish. Sames and MacKenzie. 1985. Published in the Texas A&M University Library Archives, Undergraduate Fellows Program.

## **Courses**

Medical Direction in Long Term Care – Completion of all Modules (A, B, & C). Sponsored by the American Medical Directors Association. December 1-6, 2003.

Advanced Trauma Life Support, July 1998

Advanced Cardiac Life Support - Instructor, June 1999

Advanced Cardiac Life Support, June 1999

Basic Life Support, June 1999

Pediatric Advanced Life Support, May 1999

Advanced Pediatric Life Support, July 1993

USAF Aerospace Readiness and Management, October 1992

Neonatal Advanced Life Support, 1991

USAF Aircraft Mishap Investigation, November, 1990

USAF Aerospace Medicine, July - September, 1990

**Military Experience** Branch – United States Air Force

# Leslie Hayes

## Family Nurse Practitioner

Amarillo, TX - Email me on Indeed: [indeed.com/r/leslie-hayes/7465ebbf6c93e8f6](https://www.indeed.com/r/leslie-hayes/7465ebbf6c93e8f6)

To achieve a position as an advanced practice registered nurse (APRN) Family Nurse Practitioner (FNP) in a rewarding and productive health care environment. I have career experience in geriatric, adult, and home health nursing, and have developed strong home health and treatment-planning skills through various positions and healthcare settings. I possess knowledge of OASIS, ICD-9/10, case management, and health care administration, and consider myself a reliable, ethical healthcare provider with the ability to stay calm and intervene during crises, to facilitate groups and educational seminars, and to collaborate on multidisciplinary teams as needed. I have a proven ability to build positive relationships with patients, family members, physicians and other medical professionals.

Willing to relocate: Anywhere

### WORK EXPERIENCE

#### Nurse Practitioner

MSJ Services - August 2015 to Present

Worked with Dr. Muniz, Dr. Stewart, and Dr. Jenkins managing nursing home patients in the primary care role. Also helped deliver primary care to homes within the community via the Interim Carepoint program. Worked with Medicare recipients in the geriatric population to manage chronic diseases, polypharmacy, and acute care needs from the home setting. Collaborated with PCPs and ancillary health care members to help coordinate communication with all aspects of patient health care management.

#### Staff Nurse/Case Manager

Caprock Home Health Services - Amarillo, TX - April 2012 to January 2013

79102

Served as case manager to multiple patients by utilizing quality care and outcomes. I was cross-trained into CBA program. Recertified in wound vac education June 2012. Went from full time status to PRN status in September 2012 due to WTAMU Fall schedule, and resigned 1/2013 due to Spring 2013 graduate school schedule.

#### Assistant Administrator-RN

Nurses By Prescription - Amarillo, TX - September 2009 to September 2010

79106

Under the supervision of the administrator, assisted with the daily operations of the agency office. Supervised, directed, and coordinated staff and care of all clients and patients served. Assisted with implementation and compliance with all policies and procedures of the agency, ongoing educational requirements of the staff, and implementation of changes as needed or required. Assisted and oversaw operational functions as budgeting and accounting systems, mainly Palmetto and CMS billing, nursing policies and education, quality assurance and control systems, record keeping and documentation, employee record and reviews, both initial and periodic; and ensured timely and accurate delivery of services to all clients and patients. Acted as a professional liaison between clients, employees, physicians, states and local intermediaries, insurance companies, and community.

Key Accomplishments:

\* Completed OASIS transition training, 2009

### **PRN Field Nurse/ Adult and Pediatrics**

Nurses By Prescription - Amarillo, TX - September 2009 to September 2010

Amarillo, TX 79106

Directed, planned, and supervised nursing staff and employees providing direct care/personal care to patients and clients. Ensured timely, accurate, and professional documentation on all care provided. Oversaw schedules of Pediatric and Adult care services. Coordinated with staff and caregivers to ensure adequate delivery of services rendered.

PRN Field Nurse/ Adult and Pediatrics

### **Quality Assurance Coordinator/Case Manager**

Nurses By Prescription - Amarillo, TX - June 2009 to September 2010

Amarillo, TX 79106

\* Performed routine home care visits for comprehensive skilled assessments and intermittent skilled services as: IVIG administration, wound care, IV care both initiation and maintenance, medication administration and teaching, and skilled care delivery. Also participated in CCP and MDCP programs when needed.

Quality Assurance Coordinator/Case Manager

### **case manager**

First Class Healthcare - Amarillo, TX - June 2007 to April 2009

to a Medicare Home Health agency and implemented and ensured compliance with physician plans of care. Supervised and trained other nursing staff, and was responsible for ongoing education of nursing and office staff.

Performed quality screens on all documentation received by nursing staff to ensure accuracy and compliance on nursing documents were achieved. Reviewed charts for quality assurance and reviewed agency outcomes for improvements. Responsible for corrective policies and education in areas of deficient findings, and overall improvement in nursing delivery and documentation.

Key Accomplishments:

Obtained 2 year CBA certification

### **Alternate Administrator-RN**

Caprock Home Health Services - Amarillo, TX - March 2007 to June 2007

79102

Under limited supervision, planned, directed, and coordinated the daily operations of the Amarillo Provider office. Organized and directed ongoing functions, including but not limited to provisions of services, public information, ensuring documentation of services provided was accurate and timely; billing, policy implementation; as well as budgeting, accounting, and personal operations with direction and assistance from the Corporate Office. Key Accomplishments:

\* Completed OASIS and ICD-9 training

Completed Assistant and Alternate Administrator training

### **Supervising Nurse-RN**

Caprock Home Health Services - Amarillo, TX - March 2007 to June 2007

79102

Position delegated, supervised, and monitored the delivery of personal care/and or nursing tasks under the personal assistance services. Coordinated and directed all aspects of patient's health care needs as directed by a physician plan of care. Communicated with physicians in all requirements for position.

### **Staff Nurse/Case Manager**

Caprock Home Health Services - Amarillo, TX - January 2006 to March 2007

79102

Served as case manager to multiple patients by utilizing quality care and outcomes. I utilized OASIS, ICD-9, and PPS requirements for Medicare and Medicaid services. I performed admission, recertification, discharges, transfers, and resumptions of care in the areas of OASIS. I was cross-trained into CBA program

### **Staff RN/Case Manager**

Intrepid Home Health Services - Amarillo, TX - January 2005 to January 2006

79102

Served as a case manager to Medicare program, supervised other nursing and direct care staff, and began training in OBQI. Resigned when on maternity leave and was offered new contingent employment with Caprock when returned from leave.

### **PRN Floor Nurse**

Intrepid Home Health Services - Amarillo, TX - February 2005 to August 2005

79106

\*\*Worked as Full Time Nurse from [...] before becoming PRN pool nurse in 02/2005 with same tasks and duties. Also was assigned PRN to nursing home unit for medication nurse.

I worked as a hospital floor nurse in the skilled nursing adult unit and ICU step down unit.

### **Floor Nurse**

SCCI Hospital - Amarillo, TX - October 2004 to June 2005

79109

Served as floor nurse and team leader, performed daily medication administration, IV medications, and observed aseptic and sterile techniques when performing IV insertion and administration, wound care, Foley and suprapubic catheters changes and insertions, and other various nursing skill under my scope of practice. I coordinated with PT/OT/ST services, physicians, and family member

Current employment:

### **Office Nurse**

Amarillo Oncology - October 2004 to December 2004

Amarillo, 79106

I served as an office RN to a busy oncology office administering injections, collecting vital signs, and performing phlebotomy to patients. I also coordinated with other physician offices and pharmacies to improve and coordinate care and medication management to patients. I began training on chemotherapy administration.

### **EDUCATION**

#### **MSN/BSN in Family Nurse Practitioner**

West Texas A & M University - Canyon, TX  
2011 to 2015

Frank Phillips College - Borger, TX  
January 2011 to May 2011

Amarillo College  
September 2010 to December 2010

### **Associate**

Amarillo College of Nursing and Health Sciences - Amarillo, TX  
August 2000 to December 2003

#### AWARDS

##### Outstanding Graduate Student

May 2015

Received the "Outstanding Nursing Graduate Student" award by WTAMU professors and College of Nursing

#### CERTIFICATIONS

##### AANP

July 2015 to July 2020

AANP# [...]

#### ADDITIONAL INFORMATION

Obtained BSN/MSN dual degree for Family Nurse Practitioner.

Graduated WTAMU [...] with Graduate GPA 4.0

Overall BSN GPA 3.859-Magna Cum Laude Honors

[...] [...] Texas A & M University Canyon, TX

• Sigma Theta Tau Induction 12/2014

• National Honors Society Orientation Spring 2012

• President's List Spring 2012

• Alpha Chi Induction 11/2012

##### Affiliations

= [...] of the Panhandle Nurse Practitioner Association

= [...] Member of AANP- [...] exp. 4/6/16

= [...] Sigma Theta Tau International Nursing Honors Society, Delta Delta Chapter [...]

= [...] Texas Nurse Practitioners Member [...] exp 4/2015

= 02/2012 – National Honors Society, Sigma Alpha Phi ,orientation only

= [...] Alpha Chi Lifetime membership

##### Clinical Rotation Experience

###### Adult:

• WTAMU Health Partners Clinic, Kathrine Henry APRN-BC, Spring 2014

• WTAMU Health Partners Clinic, Kris Kullman RN,/FNP-BC, Summer 2014

• Amarillo Urgent Care, Melissa Cox APRN-CNP, Fall 2014

• WTAMU Health Partners Clinic, Kris Kullman RN,/FNP-BC, Spring 2015

• Amarillo Chronic Pain & Spine Center, Melissa Cox APRN-CNP, Spring, 2015

###### Pediatrics:

• WTAMU Health Partners Clinic, Kathrine Henry APRN-BC, Spring 2014

• Panhandle Pediatrics, Dr. Marlada George, Spring 2014

• WTAMU Health Partners Clinic, Kris Kullman, RN, FNP-BC, Summer 2014

• Amarillo Urgent Care, Melissa Cox APRN-CNP, Fall 2014

###### Women's Health – OB:

• Dr. Douglas Shelton- Total Womens Health Care, Spring 2014

• Dr. Douglas Shelton- Total Womens Health Care, Summer 2014

- Dr.Douglas Shelton- Total Womens Health Care, Fall 2014
- Women's Health – Gyn;
- Dr.Douglas Shelton- Total Womens Health Care, Spring 2014
- Dr.Douglas Shelton- Total Womens Health Care, Summer 2014
- Dr.Douglas Shelton- Total Womens Health Care, Fall 2014

Curriculum Vitae of Scott Farhart, M.D.

Age: 56

Marital Status: Married 1983; two children

Employment: Partner; Northeast Ob/Gyn Associates, San Antonio, TX, 1989-present

Education: Bachelor of Science, Muskingum College, Ohio, Summa Cum Laude, 1981

Doctor of Medicine, University of Texas Medical School, San Antonio, TX, 1985

Residency in Ob/Gyn, University of Colorado Health Science Center, Denver, CO, 1989

Certification: Board Certified, American Board of Ob/Gyn, 1991-present

Positions: Chief of Obstetrics and Gynecology, Northeast Methodist Hospital, 1991-1992

Chief of Medical Staff: Northeast Methodist Hospital, 1994

OB Audit/Policy Committee, Baptist Health System, 1995-1997

Medical Consultant; Medicaid Provider Integrity, Office of Inspector General, Health and Human Services Division, 1993-2011

Chief of Obstetrics and Gynecology, North Central Baptist Hospital, 2002-2003; 2011-2013

Vice Chief of Staff, North Central Baptist Hospital 2015-present

Chief of OB Quality, Baptist Health System 2015-present

Publications: *Intimate and Unashamed*, Siloam Press, Lake Mary, Florida, 2003

*The Christian Woman's Complete Guide to Health*, Siloam Press, 2008



# Donna Schmidt

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130 CR 2740, Mico, Tx 78056  
Home: 830-612-3528 - Cell: 210-723-8746 - donna@lifechoices-sa.com

## Professional Summary

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1974-1975- First year out of Los Angeles County USC Nursing School worked at Highsmith-Rainey Hospital in Fayetteville, N.C. as a Registered Nurse. Cared for low income/medicaid patients ranging from pediatrics to geriatrics and both medical and surgical type patients.

1975-1977- Moved back to Los Angeles County Hospital and worked in the Pediatric ICU caring for patients ranging from infants to 18 years of age. Worked 12 hour shifts paired with one other RN.

1977-1980- Joined the USAF and worked 2 years on the OB/GYN/Labor and Delivery/Newborn Nursery floor caring for all these types of patients. Then moved to the Pediatric Clinic as the Nurse Manager. Here supervised Airmen who worked as medical technicians and along side 2 Pediatric Nurse Practitioners and 2 Pediatricians.

1981-1990 Trained and became a Pediatric Nurse Practitioner in the USAF until 1983 and USAF Reserves from 1983-2000 at which time retired from the USAF Reserves. Assessed, diagnosed and treated patients from infancy to 21 years of age.

1996-2014 Worked for Northside Independent School District in San Antonio, Tx. as a school nurse - 5 years at the middle school level and 13 years at the high school level. Assessed, educated and treated students for illness and injuries calling parents when the students needed to go home or needed to see a physician. Also monitored their immunizations and medication needs and carried out procedures for the students who had MD orders for them. Cared for the medical needs of the teachers and staff. Had to perform CPR and used the AED on one student who collapsed at school. He was successfully transported to the hospital by EMS and his life was saved. Retired from school nursing June 6, 2014.

June 2014 retired from NISD and began working as Clinical Director for Life Choices Medical Clinic. Supervise 2 RN's and 4 part-time staff and numerous volunteers in counseling clients, performing pregnancy testing, collecting urine and blood for STI testing, treating positive STIs or referring them to MD, and am currently training to be a nurse sonographer.

## Licenses

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RN license through the state of Texas

CPR/AED certified through the American Heart Association

Trained as a counselor through Agape Pregnancy Help Center/Life Choices Medical Center.

## Skill Highlights

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- |                                 |  |
|---------------------------------|--|
| • Pediatric expertise           | • Skilled in assessment                  |
| • Counseling expertise          | • Skilled with medication administration |
| • Health and wellness expertise | • Skilled in specimen collection         |

## Professional Experience

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### School Nurse - BSN RN

November 1996 to June 2014

### Northside Independent School District - San Antonio, Tx

Had RN responsibilities caring for School aged students. These consist of caring for all their medical needs such as medications, treatments and procedures. Assess each student who comes to the clinic C/O illness or injury or some other physical, emotional, mental complaint. Also followed their immunization records and updated them when needed. Screened for hearing, vision, scoliosis, and antes. Taught Breast and Testicular Self exam in the

health classes to girl and boy students separately. Care for teachers and staff who came to the clinic injured or ill.  
August 1974 to May 1977

### Education and Training

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BSN, 1997 *San Antonio*  
University of the Incarnate Word - ~~Los Angeles~~, TX, USA

Diploma of Nursing, 1974  
Los Angeles County School of Nursing - Los Angeles, ~~Ca, usa~~ *USA*

J. Netters

Regina Netters, RN, BSN, CNN  
1202 Creek Meadows  
San Antonio, TX 78253  
(210)674-0402

**PROFESSIONAL EXPERIENCE:**

02/10-04/10 **Aetna Insurance Company (405) 373-1481 Cynthia Frank** 2 yrs  
Seasonal audit of medical records

09/07-12/07 **Christus Santa Rosa Medical Center- San Antonio, TX** 3 yrs (not finishing for 3 1/2 yrs)  
Staff nurse in adult intensive care unit

12/01-07/07 **Metropolitan Methodist Hospital - San Antonio, TX** 5 1/2 yrs  
Staff nurse-various modalities of dialysis in hospital setting

07/01-12/01 **Wilford Hall Medical Center- San Antonio, TX** 5 yrs  
Staff nurse in trauma intensive care unit

07/96-07/01 **Gambro Healthcare- Pearsall, TX** 5 yrs  
Clinical nurse manager in free-standing clinic for hemodialysis patients  
Responsible for financial performance/outcomes, labor costs, staff scheduling, state compliance of Texas Department of Health regulations for End Stage Renal Disease (ESRD) patients

9/95-07/96 **Gambro Health Care- San Antonio, TX** 10 yrs  
Staff nurse in free-standing clinic for hemodialysis patients, assisting with Quality Assurance program for anemia and phosphorus management

04/95-12/05 **United States Air Force Reserves, Lackland Air Force Base, TX** 10 yrs  
Captain/staff nurse in various roles as required by the military ie. Infection Control Program, Immunizations Officer, etc

**EDUCATION:**

10/09 **Milan Institute of Cosmetology-San Antonio, TX**  
Cosmetology certification

12/00 **University of the Incarnate Word- San Antonio, TX**  
Bachelor of Science, Nursing

12/94 **San Antonio College-San Antonio, TX**  
Associate in Applied Science, Nursing

07/86 **St. Philip's College- San Antonio, TX**  
Licensed Vocational Nurse

**LICENSE/CERTIFICATION**

- Registered Nurse-Board of Nurse Examiners for the State of Texas, expires 10/11
- American Nephrology Nurses' Association, expires 3/12
- Basic Cardiac Life Support

**Ellen Leone**  
7211 Winterwood Place  
San Antonio, Texas 78229  
(860)961-5078  
e.leone12@gmail.com

### **OBJECTIVE**

To obtain a position as a part time Ultrasound Technologist where I can improve my scanning skills and grow with the clinic.

### **EDUCATION**

Baptist School of Health Professions, San Antonio, Texas      January 2013 - December 2013  
    • Diagnostic Medical Sonography, Expected Graduation December 2013, GPA 4.0  
Pensacola Junior College, Pensacola, Florida      August 2004 - June 2006  
    • Associate of Applied Science Degree (Radiography)  
Three Rivers Community College, Norwich, Connecticut      August 2002 - June 2003  
    • Associate of Science Degree (General Studies) Cum Laude  
Bridgewater State College, Bridgewater, Massachusetts      August 2001 - June 2002

### **EXPERIENCE**

St. Luke's Baptist Hospital, San Antonio, Texas      March 2014 - December 2014

Proficient in the following:

- AIDET and Patient verification
- Patient preparation and explanation for all procedures
- Obstetrics :1st, 2nd, and 3rd trimester examinations
- Transabdominal and transvaginal pelvic examinations
- Complete Abdominal examinations
- Vascular: Lower extremity, Upper Extremity, Carotid
- Small parts : Thyroid, Breast, Scrotum, Musculoskeletal
- Physician Guided :Biopsies, Fine Needle Aspiration, Paracentesis, Thoracentesis, Drain placement, Thrombin Injection
- Review and provide observations to Radiologist for interpretation
- Assisted with neonatal hip, head, and spine exams

Baptist Hospitals and Imaging Centers, San Antonio, Texas      January 2013 - December 2013  
Albemarle Hospital, Elizabeth City, North Carolina      September 2006 - December 2006  
    • General Radiographer, cross trained in Special Procedures

### **SKILLS AND CERTIFICATIONS**

- A.R.D.M.S. Certification - Ultrasound Physics (2013)
- A.R.D.M.S. Certification - Specialty Registry OB/GYN
- A.R.R.T. Certification- Radiography
- American Heart Association for Basic Life Support for Healthcare Providers: CPR & AED
- Familiarity with Acuson S2000, Phillips IU22 & CX50, GE Logic9 ultrasound machines; and PACS
- Experienced In Microsoft Office (Word, Outlook, Excel, PowerPoint)

Maria E. Gutiérrez, RNC, NP, MSN  
407 Hunters Point Court  
Leander Tx. 78641  
512 587-0732  
[mgutierrez17@yahoo.com](mailto:mgutierrez17@yahoo.com)

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## **EDUCATION**

3/26/1997 to The University of Phoenix  
10/31/1998 Master of Science, Nursing

4/29/1991 to Harbor/UCLA, Torrance, CA  
01/29/1992 Women's Health Nurse Practitioner Program

2/24/1987 to The University of Phoenix  
7/1/1989 Bachelor of Science, Nursing

09/10/1977 to Compton Community College, Compton CA  
6/26/1979 Associate Degree, Nursing

## **EXPERIENCE**

2011 Founded Clinica Betesda Corp. Pflugerville OBGYN Bastrop Texas  
Charitable Clinic  
Managed the medical and administrative roles of the clinic. Clinica  
Besteda obtained nonprofit status by the IRS in September of this 2012.  
Cofounder of Pflugerville OBGYN 8/2014

2007 to Jeff Hagen M.D. Bastrop Texas  
present Women Health Nurse Care Practitioner  
Under protocols, managed routine OB patients (new and follow-up),  
family planning, including placement of IUD's Norplant, endometrial  
biopsies, minor surgical procedures such as removal of Norplant and  
incision and drainage of cysts, abnormal pap smears and follow-up,  
colposcopy and cryotherapy. High risk OB patients included gestational  
diabetes, insulin and non-insulin dependent, pregnancy induced  
hypertension, and other medical complications such as  
hypo/hyperthyroidism, those high risk patients were followed under the  
supervision of physician on individual cases.

2005 to Career Network Institute Orange, Ca  
2007 Lead Instructor for term IV, 2 classes, Assistance Nursing Director and  
Nursing Director for the LVN program.

Maria E. Gutiérrez

- 2000 to 2005      Clinica De Ella      Santa Ana, CA  
Women's Health Care Nurse Practitioner (see Dr. Levenzon's experience)  
Opened a new practice; planed and implemented all the operations of a new business (clinic), including building codes, protocol, permits and licenses. Developed and implemented infertility and repeated pregnancy loss protocols. Home visits for post partum patients to evaluate, mom, baby, and family. Taught family planning classes to local schools per community needs. Initiated a nutrition support group, which was open to patients and community as well. The program was focus in exercise, nutrition, and behavioral management. These classes were open to the community as well. Preceptor for nurse practitioner students
- 2002 to 2004      Women's Health Nurse Practitioner Program Harbor UCLA  
Serve as a supervising preceptor to nurse practitioner students, who where completing their educational requirements to obtain their certification as nurse practitioners from The Women's Health Care Nurse Practitioner Program Harbor UCLA.
- 1992 to 2000      Levenzon, MD – Clinic for Women      Santa Ana, CA  
Women Health Nurse Care Practitioner  
Under protocols, managed routine OB patients (new and follow-up), family planning, including placement of IUD's Norplant, endometrial biopsies, minor surgical procedures such as removal of Norplant and incision and drainage of cysts, abnormal pap smears and follow-up, colposcopy and cryotherapy. High risk OB patients included gestational diabetes, insulin and non-insulin dependent, pregnancy induced hypertension, and other medical complications such as hypo/hyperthyroidism, those high risk patients were followed under the supervision of physician on individual cases.  
Instrumental in the initiation of the CPSP program.  
Developed and implemented all classes; childbirth, family planning, sexually transmitted infection, breast self examination, post menopausal syndrome, female and male anatomy and physiology for reproductive systems. Childbirth classes and gestational diabetes classes.
- 1980 to 1992      LAC-USC Medical Center Women's Hospital, Los Angeles, CA  
Nursing Care Specialist  
Gynecologic Oncology Group-Protocol Chemotherapy Nurse, Gynecology Oncology Department. Place patient on clinical trials and provided patients with care and treatment as prescribed by research protocols.

**Maria E. Gutiérrez**

Involved in the identification of toxicity, which would indicate a treatment modification.

Function as a data manager from September 1980 to 1986.

Responsible for all data collection and submitting it to the GOG Administrative Office in Philadelphia, PA. Counseled all terminally ill patients and their families.

- 1988 to 1990      The Visiting Nurse Association of Los Angeles, Inc  
Home care management for medical surgical patients, post partum evaluations mom and baby, wound care, newly diagnosed insulin dependent diabetic patients, chemotherapy, intravenous antibiotic therapy and ostomy care. As a hospice nurse, cared for terminally ill patients and their families, managed patients on parenteral pain management. On call 24 hours for hospice patients.
- 1979 to 1980      LAC-USC Medical Center Women's Hospital, Los Angeles, CA  
Health Educator Nurse  
Women's Porta Pap Clinic Project  
Cervical and Breast Cancer Early Detection Program. Responsible for education, community organization and arranging of clinics. Participated in the physical exam for the cervical cancer and breast detection. The clinics were set up in areas to evaluate low socioeconomic women.
- 1970 to 1979      Watts Health Foundation, Los Angeles, CA  
Clerical/Clinical Assistant

Clinical assistant and interpreter that enabled me to learn many of the outpatient procedures performed at this facility.

#### AWARDS

- 1982      Evelyn Hammel Award  
1980      Employed of the Year for Women's Hospital

#### MEMBERSHIPS AND COMMITTEES

National Association of Nurse Practitioner in Reproductive Health  
California Coalition of Nurse Practitioners  
Active Fellow of The American Society for Colposcopy and Cervical Pathology  
Association of Women's Health Obstetric and Neonatal Nurses

Maria E. Gutiérrez

Chemotherapy Safety Management Protocol Committee (LAC-USC Medical Center)  
Cervical Cancer Screening Protocol, Department of Health Service Committee

**LICENCES AND CERTIFICATION**

State of California Register Nurse License - RN  
Nurse Practitioner certificate and Furnishing Number - NP  
NCC Certified Women's Health Nurse Practitioner  
Electronic Fetal Monitoring Certified  
Certified by the National Oncology Nursing Society  
Colposcopy Certified by American Society for Colposcopy and Cervical Pathology, 8/96  
Certified Childbirth Educator, 9/95  
Fluent in Spanish

**REFERENCES PROVIDED UPON REQUEST.**



# ELENA M. MARTINEZ, WHNP-BC

## OBJECTIVE

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Seeking part-time employment as a Women's Health Nurse Practitioner in a non-profit organization.

## EDUCATION

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1997 – 1999 Golden West College Huntington Beach, CA

*Associate Degree of Nursing*

2002 – 2003 Harbor UCLA Medical Center – Women's Health Care Nurse Practitioner Program  
Torrance, CA

*Certified Women's Health NP*

## WORK EXPERIENCE

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August 8, 2013 – Present Maxim Staffing Solutions – BCBSTX Austin, TX  
*Women's Health Care Nurse Practitioner*

*Mother-Baby Couplets Assessments and Parent Education Classes*

January 9, 2012 – October 16, 2013 Jeff E. Hagen, MD Austin, TX  
*Women's Health Care Nurse Practitioner*

March 2008 – April 18, 2011 Renaissance Women's Group Austin, TX  
*Women's Health Care Nurse Practitioner*

February 2007 – March 2008 Planned Parenthood Austin, TX  
*Women's Health Care Nurse Practitioner*

August 2005 – November 2006 Medical Center for Women Fullerton, CA  
*Women's Health Care Nurse Practitioner*

January 2003 – April 2005 Clinica De Ella Santa Ana, CA  
*Women's Health Care Nurse Practitioner*

May 2002 – August 2002 Clinica De Ella Santa Ana, CA  
*Registered Nurse*

*Home Healthcare of Mother-Baby Couplets*

October 2000 – August 2002 Orange County Health Care Agency Santa Ana, CA  
Special Diseases/Early Intervention Program

*Nursing Care of Reproductive Infections and HIV/AIDS Patients*

April 2000 – March 2001 Fountain Valley Regional Hospital Fountain Valley, CA  
*Nursing Care of Mother-Baby Couplets*

## CERTIFICATIONS/LICENSING/ASSOCIATIONS

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- National Certification Corporation in Women's Health Care Nurse Practitioner specialty
- Active and unrestricted RN and NP license with prescriptive authority by the Board of Nurse Examiners
- Active and unrestricted Department of Justice DEA number
- Active National Provider Identifier

## **SKILLS & TALENT**

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- Proficient with electronic medical record documentation using *E-Clinical Works*, *Greenway Prime Suite* and *Logician*.
- Proficient with colposcopy, endometrial biopsy sampling, punch skin biopsy, Word catheter placement, incision and drainage of cysts and abscesses, and placement and removal of IUDs and removal and insertion of Implanon and Nexplanon.
- Sonograms for early gestational age determination.

## **LANGUAGES**

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Spanish and English.

## **REFERENCES**

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Available upon request.

# Laura Webb Carvalho, MSN, RN, FNP-C

2717 Shire Ridge Dr., Austin, Texas 78732 (512) 589-6903 [laura\\_carvalho@swbell.net](mailto:laura_carvalho@swbell.net)

## FAMILY NURSE PRACTITIONER

Dedicated, autonomous, board-certified family nurse practitioner with more than seventeen years nursing experience. Provides holistic quality of care to patients and families utilizing evidence based guidelines and clinical experience. Strong and diverse clinical background including family practice, acute and chronic illness, prenatal care, well child exams, immunizations, and women's health. Self-motivated, flexible and welcomes new opportunities. Excellent communication skills and rapport with patients and staff.

**EDUCATION** MSN, FNP, University of Texas at Austin, May 2013, GPA 4.0  
BSN, Baylor University School of Nursing, Dallas, Texas, May 1991, Nursing GPA: 3.7  
BA, Psychology, Baylor University, Waco, Texas, May 1997

**LICENSES** Registered Nurse (RN) 643572 expiration July 2015- Texas Board of Nursing  
Family Nurse Practitioner (FNP-C) – expiration July 2018-AANP Certification

## AWARDS & HONORS

Sigma Theta Tau Member, Nursing Honor Society  
Phi Kappa Phi, Honor Society Member, University of Texas at Austin  
St. David's Foundation Scholarship Recipient for FNP Program  
Baylor University School of Nursing Dean's Academic Honor List

**LANGUAGE** Medical Spanish

## FAMILY NURSE PRACTITIONER

Samaritan Health Ministries, Cedar Park, Texas  
August 2013- present

- Provides primary care to patients from adolescence to geriatric ages in a diverse population that serves the uninsured patients.
- Assesses, diagnoses, treats, and evaluates patients with multiple co-morbidities. Orders, interprets and evaluates laboratory and diagnostic testing and procedures. Prescribes and dispenses pharmaceutical treatment and orders therapy or medical supplies as needed.
- Provides Women's Health Services including breast and cervical cancer screening, STI testing, and family planning. Provides diagnostic follow-up under the supervision of a WHNP including endometrial and cervical biopsies and colposcopies. Refers and assists patients in obtaining breast biopsies and treatment of cancer if needed.
- Provides education and involves patients and families in developing plans for disease prevention, management and health promotion.
- Developed a Prescriptive Authority Agreement for Samaritan Health Ministries.
- Currently developing treatment plans based on standards of care and clinical guidelines.

## NURSING EXPERIENCE

Samaritan Health Ministries, Cedar Park, Texas  
Nurse Manager, July 2001 to July 2013

- Supervised clinic operations for an acute care clinic and a chronic care clinic including supervision of nurse triage, clinic flow, and discharge of patients.
- Assisted physicians in ordering lab work, performing procedures, referring patients to specialists, distributing medications, and ordering long-term medications through patient assistance programs.
- Provided clinical breast exams to patients who are reporting abnormalities that may require a diagnostic mammogram.
- Provided diabetic teaching, including glucometer instruction, nutritional counseling and medication management to newly diagnosed patients.
- Informed patients of lab work results, including new orders and follow up that may be needed.
- Precepted nursing students from the University of Texas and Concordia University for their community health experience.
- Ensured adequate scheduling of clinical volunteers and staff and ordered supplies for clinic operations.
- Translated and spoke medical Spanish as necessary when triaging or providing education to patients.

**Williamson County and Cities Health District, Cedar Park, Texas.**  
*Public Health Nurse, November 1998 to March 2011*

- Performed comprehensive physical assessments of females and males of all ages, developed plans of care, and referred clients as needed for primary or specialty care.
- Provided well child assessments to Medicaid/PHC eligible patients and nursing services to prenatal clients.
- Rendered nursing services to patients while utilizing approved Standing Delegation Orders, Program Standards and Class D Pharmacy Protocols for immunizations, and communicable diseases including: tuberculosis elimination, sexually transmitted diseases, and HIV.
- Investigated infectious, communicable diseases and hazards in the community.
- Trained new staff, volunteers and professional nursing students as needed.
- Co-developed the gestational diabetes education program with the nurse practitioner and supervising physician.

**Seton Medical Center, Austin, Texas**  
*Registered Nurse, July 1997- September 1999*

- Participated in a 12-week internship in labor and delivery, which included cross training in newborn nursery, neonatal intensive care and postpartum care.
- Administered care for laboring patients from admission to vaginal and cesarean deliveries.
- Provided care for antepartum patients, including: pre-term labor, premature rupture of membranes, preeclampsia, gestational diabetes, multiple gestation and various other complications.

**PROFESSIONAL EXPERIENCE**

**Our Friends Place, The Episcopal Girls Home, Dallas, Texas**  
*Social Worker/ Transitional Living Coordinator, June 1992 - June 1994*

- Developed and implemented a successful transitional living program for young women.
- Collaborated with the psychiatrist to formulate initial assessments and treatment plans for two group homes, two residential treatment centers, and the transitional living program.
- Promoted the transitional living program through presentations and correspondence.

**PUBLICATIONS**

- Gurney, S., Carvalho, L., et al. The Most Efficacious and Cost Effective Treatment of *Helicobacter Pylori* in Primary Care, *JNP*, 2014; 10(1):22-29.
- Clinical Practice Guidelines for The Most Efficacious and Cost Effective Treatment of *Helicobacter* in Primary Care.

**PROFESSIONAL AFFILIATIONS**

- American Academy of Nurse Practitioner (AANP) Member
- Texas Nurse Practitioner (TNP) Member
- Austin Advanced Practice Nurse (AAPN) Member

**CERTIFICATIONS & TRAINING**

- EMR proficient (NextGen, Practice Fusion)
- BLS Certified, American Heart Association
- Texas Healthy Steps Pediatric Assessment Training Program
- UTMD-Anderson Female Cancer Screening Program
- Sexually Transmitted Disease Training by Texas Department of Health
- Immunization Training by Texas Department of Health
- Targeted Case Management by Texas Department of Health

**COMMUNITY ACTIVITIES**

- Mobile Loaves and Fishes Volunteer helping the Homeless of Austin
- Volunteer and PTA Member at Laura Welch Bush Elementary

*References provided on request*

# **SHERRY TENISON RN, MSW, WHNP-BC**

1208 Taylor Creek Dr  
Mesquite, Texas 75181  
(972) 222-6795  
(469) 387-8025

## **Summary**

A conscientious, thorough nurse practitioner with over twenty years experience in the health care industry. Special focus on women's health care. A highly motivated team player that works well with others and under pressure and enjoys a challenge.

## **Experience**

12/04 to Present

### **Tenison Women's Health Center/ Women's Health Care Center**

- 5505 Broadway Blvd. Ste. B Garland, Texas 75043
- 2914 S. Buckner Blvd Ste. B Dallas, Texas 75227

#### **Women's Health Nurse Practitioner**

##### **Responsibilities:**

- Own and manage daily business for clinic
- Prenatal Care
- Well woman exams
- STD screening and treatment
- Contraceptive care including IUD placement, Implanon, Nexplanon
- Texas Healthy Steps exams
- Case management
- Immunizations
- School Physicals (females only)
- Colposcopy
- Certified Medical Aesthetician

12/05 to 5/07

Martin Luther King Family Planning Clinic  
2922 Martin Luther King Jr. Blvd. Ste. B Dallas, Texas

#### **Women's Health Nurse Practitioner**

##### **Responsibilities:**

- Prenatal Care
- Well woman exams
- STD screening and treatment
- Contraceptive Care
- Trained in Centering Pregnancy

1/98 to 3/07

### **Planned Parenthood**

7424 Greenville Ave. Ste. 206 Dallas, Texas 75231

**Women's Health Nurse Practitioner**

**Responsibilities:**

- Well Woman exams
- Health and Wellness Counseling
- Contraceptive Care
- STD Screening and treatment
- Evaluation and treatment of common vaginitis
- Pre and Post menopause treatment
- Preceptor for Nursing NP Students

8/97 to 8/99

**University at Arlington-Student Health Center**  
605 S. West Street Arlington, Texas 76019

**Women's Health Nurse Practitioner**

**Responsibilities:**

- Well woman exams
- Contraceptive care
- STD screening and treatment
- Referrals

2/95 to 12/96

**UT Southwestern Medical Center**  
5323 Harry Hines Blvd. Dallas, Texas 75235

**Women's Health Nurse Practitioner**

**Responsibilities:**

- OB/GYN exams
- Preceptor for 2<sup>nd</sup> year medical students
- Contraceptive care
- STD screening and Treatment
- Referrals

**Education:**

1997

**University at Arlington**  
Masters of Science Licensed Master Social Worker-LMSW

1996

**UT Southwestern Medical Center**  
Board Certified Women's Health Nurse Practitioner-RN WHNP-BC

1992

**Texas Woman's University**  
Bachelor of Science Nursing - BSN

1989

**El Centro Community College**  
Associate of Science Nursing - ADN

**References Upon Request**

## **SHERRY GOODEN TENISON**

- Resides in: **MESQUITE TX**
- APRN License No: **AP107457**
- *Recognized with TX RN license No: 558735*
- Current Disciplinary Action: **WARNING W/STIPS - 10/23/2014**  
[Click here to review the Board Order](#)

- **NURSE PRACTITIONER - WOMEN'S HEALTH CARE NURSE PRACTITIONER**

- Initial Recognition Date: **10/29/1996**
  - Status of Recognition: **CURRENT** through **12/31/2016**
  - **\*\* Prescriptive Authorization for this Recognition Type \*\***  
Rx. Auth. Number: **1802**  
Initial Rx. Auth. Date: **6/11/1997**  
Status of Rx. Auth.: **CURRENT** through **12/31/2016**
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## Catherine O'Connor, DNP, FNP-BC

7311 Padilla, Grand prairie, Texas, 75054

(817) 779 1585

[Kate@treatnowfamilyclinic.com](mailto:Kate@treatnowfamilyclinic.com)

### Work Experience

Blue Clouds Health Care dba Treat Now Family Clinic

January 2014- Present

Nurse Practitioner- Family Practice Clinic

Working with patients of all ages. Assessment of patients

With chronic illnesses, diagnosing and managing patients

With hypertension, diabetes, thyroid, managing patient

With acute illness: Upper Respiratory infections, Colds,

Flu, sinusitis, Pneumonia, back pain, leg pain, lacerations,

Sutures, abdominal pain etc. All physical exams including

Well child exams with immunizations,

adult physical exams, CDL, DOT, Sports and School Physicals,

STD Screening and Treatments, Well women exams,

pelvic exams and pap smears. Contraceptives, oral

and injections. Vaginal Infections, UTI etc, doing

same day injuries like laceration, suturing and I&D

Palo Pinto Family Health Clinic, Mineral Wells, TX

June 2013- June 2014

Nurse Practitioner- Family Practice Clinic

Working with patients of all ages. Assessment of patients

With chronic illnesses, diagnosing and managing patients

With hypertension, diabetes, thyroid, managing patient

With acute illness: Upper Respiratory infections, Colds,

Flu, sinusitis, Pneumonia, back pain, leg pain, lacerations,

Sutures, abdominal pain etc. All physical exams including

Well child exams including immunizations,

adult physical exams, CDL, DOT, Sports and School Physicals,

STD Screening and Treatments, Well women exams,

pelvic exams and pap smears. Contraceptives, oral

and injections. Vaginal Infections, UTI etc, doing

same day injuries like laceration, suturing and I&D

Care Now Urgent Care Center, Lake Worth, TX

January 2013- Aug 2014

Nurse Practitioner- Urgent Care

Working with patients of all ages. Assessment of patients

With chronic illnesses, diagnosing and managing patients

With hypertension, diabetes, thyroid, managing patient

With acute illness: Upper Respiratory infections, Colds,



Flu, sinusitis, Pneumonia, back pain, leg pain, abdominal pain etc. Physical exams including CDL, DOT, Sports and school physical, wellness etc STD Screening and Treatments, Vaginal Infections, UTI etc, doing same day injuries like laceration, Suturing and I&D

Blue Skies Health Care, Deming, N M  
Nurse Practitioner - Independent Contractor  
Work with the medical director of nursing homes  
Assessing, diagnosing and treating patients in long-Term care facilities.  
Works in an Internal Medicine practice clinic  
Assessing, diagnosing and treating patients with Multiple diseases and complications. Performing Simple procedures in the office like Biopsy, Point injections, Joint aspirations etc.

Jan 2011- Dec 2012

PMS- Deming Health Center (Full Time) (NHSC)  
Nurse Practitioner - Family Practice Clinic  
Working with patients of all ages. Assessment of patients With chronic illnesses, diagnosing and managing patients With hypertension, diabetes, thyroid, managing patient With acute illness: Upper Respiratory infections, Colds, Flu, sinusitis, Pneumonia, back pain, leg pain, lacerations, Sutures, abdominal pain etc. All physical exams including Well child exams including immunizations adult physical exams, CDL, DOT etc STD Screening and Treatments, Well women exams, pelvic exams and pap smears. Contraceptives, oral and injections. Vaginal Infections, UTI etc, doing same day injuries like laceration, suturing and I&D

July 2010- Dec 2012

VAMC- Kansas City Primary Care- Nurse Practitioner

- Assessment of patients with chronic Illnesses, diagnosing and managing patients With hypertension, diabetes, thyroid, etc.
- Managing patient with acute illness: Upper Respiratory infections, Colds, Flu, sinusitis, Pneumonia, back pain, leg pain, lacerations, Sutures, abdominal pain etc.

Dec 2009-July 2010

## Fellowship

### VAMC-Kansas city Primary care clinic

January 2009- May 2009

- Worked with patients with acute illness:  
Sinusitis, URI, FLU, Colds, Ear pain etc
- Assessment and treatment of patients with chronic  
Illnesses including HTN, hyperlipidemia,  
Hypothyroidism, diabetes etc

June 2009 – August 2009

### Samuel Rodgers Health center:

Summer 2009

Women health clinic  
Assessed and measured pregnant women,  
Physical exams to female including GYN issues  
STD Screening and Treatments, Well women  
exams, pelvic exams and pap smears.  
Contraceptives, oral and injections. Vaginal  
Infections, UTI etc,

### VAMC- Kansas city Primary care

August 2009 to December 2009

- Assessment of patients with chronic  
Illnesses, diagnosing and managing patients  
With hypertension, diabetes, thyroid, etc.
- Working in the same day care area and  
Managing patient with acute illness: Upper  
Respiratory infections, Colds, Flu, sinusitis,  
Pneumonia, back pain, leg pain, lacerations,  
Sutures, abdominal pain etc.

### Operation breakthrough, St Vincent's Pediatric clinic

Fall 2009

- Assessed children ages 6 weeks to 18 years old.
- Did regular physicals assessments, developmental  
Screening and treating children with acute  
Illnesses including ear infections, fever, lacerations,  
URI etc.

## Education

University of Alabama  
Doctor of Nursing Practice

August 2012

Project: *Recommended care for people with diabetes mellitus*

Research College of Nursing, Kansas City, Missouri  
Masters of Science in Nursing  
Family Nurse Practitioner

December, 2009

Webster University, Kansas City, Missouri  
Bachelors of Science in Nursing

May, 2008

Excelsior College, Albany New York  
Associate of science in Nursing

May, 2002

Amarillo College, Amarillo, Texas  
Practical Nursing Certificate

December, 1997

## Additional Work experience

VA Medical Center in Kansas City, MO  
Surgical Intensive Care Unit (Full time)

Dec 2007- Dec 2009

- Types of patients: Veterans above 18 years who are Critically ill with: Bowel resections, laminectomy, AAA repairs, Fem-Pop Bypass grafts, Aneurysms Pulmonary embolisms, Kidney failures, acute MI, Acute strokes, DKA, radical prostatectomy, Thoracotomy, Carotid endarterectomy, severe PTSD, respiratory Failure
- Duties: Monitor patients with Arterial lines, central lines, CVP and On the Ventilator. Administer and monitor patients on different Pressors like (Phenylephrine, norepinephrine, Dopamine, Vasopressin), Bicarbonate drips, TPA. Assess patient's condition and report to physician on progress
- Precepts and Monitor new staffs and new graduates  
Competent with telemetry monitor and ICU monitors  
Competent in titrating all critical drips.

St Mary's Medical Center in Blue Springs, MO  
Critical Care Float (Part time)

Jan 2006 - Dec 2007

- Types of patients: Neonate (Well) and sick older adults with Unstable Angina, different Arrhythmias, Pancreatitis, pacemaker Placement, Ablation therapy, Congestive heart Failure, Pulmonary edema, Cardiac Catheterization,
- Duties: Monitored, fed, drew labs, changed and assessed neonates Assessed C-sections site, perform fundal height to new mothers drew labs on neonates, and other adult patients.  
Worked in the emergency room, performed dip sticks,

Put on casts and splints, crutches and educated patients on use.  
Helped physicians with LP's, pelvic exams, Monitored patients on  
Different drips (Cardizem, heparin, Nitroglycerin, integrillin, Insulin,)  
Interprets EKG's and telemetry strips

Lees Summit Medical Center in Lees Summit, MO  
Telemetry and Progressive Care (Weekend option)

December 2003 - December 2007

- Types of patients: Above 18 years with Unstable Angina, different Arrhythmias, Pancreatitis, Pacemaker placement, Ablation therapy, Congestive Heart Failure, Pulmonary edema, Cardiac catheterizations, DVT's
- Duties: Monitors patients on different drips (Cardizem, heparin, Nitroglycerin, integrillin, Insulin, lasix, Natrecor). Starts IV site and insertion of Foley catheters  
Interprets EKG's and telemetry strips

Kindred Hospital in Kansas City, MO  
Staff nurse Critical Care (Full Time)

February 2002 - January 2004

- Types of patients: Adults above 18 with Chronic problem like wound care, diabetes, Long term IV therapy treatments, long term Ventilator care,
- Duties: Performed daily dressing changes, administered IV pain medications and antibiotics. Charts on the computer, Report patients progress to Physicians,

Southwest Medical Center in Oklahoma City, OK  
Medical-surgical Nurse (Full time)

December 2000 - February 2002

- Types of patients: Adults above 18 with Hypertension, diabetes, thyroid problems, Hyperlipidemia, Depression, Spinal Injury, all Other medical problems
- Duties: Administered care to spinal cord injured patients  
Performed and educated Spinal patients on bowel programs,  
Charts patients data on computer, Cared for stroke patients.  
Administered medications to the patients, turned and Ambulates them

Integrated Health Services in Amarillo, TX  
Medical-Surgical Nurse (Full time)

December 1997 - December 2000

- Types of patients: older adults with chronic Medical problems that were living in the long

term care facility.

- Duties: Administer medications to the patients,  
Perform wound care, administer tube feeding  
Direct and charges all other staff on duty.

## Licensure and Certification

- Texas Advance Practice Nurse
- New Mexico Advance Practice Nurse
- New Mexico Registered Nurse
- American Nurses Credentialing Center
- American Academy of Nurse Practitioner
- Federal DEA Licensure
- Health Care providers Basic Life Support (BLS)
- Health Care providers Advanced Cardiac pulmonary Life support (ACLS)
- Pediatric Advanced Life Support (PALS)
- Neonatal Resuscitation Provider (NRP)

## Volunteer Experience

- Community health day in Deming, New Mexico– Health fair to the entire community. Performing screening for diabetes, hypertension, obesity etc.
- Uplift organization, Kansas City, MO-Feeding the Homeless
- Truman Hospital, Kansas City, MO-Community service for the public, blood pressure checks, finger sticks to check blood sugar levels, screening for cholesterol, diabetes and other chronic diseases

## Honors

- Recipient of the National Health Service Corp Award from December 2010 to December 2012.
- Member of the Honor Society of Nursing, Sigma Theta Tau International, Upsilon Tau Chapter.
- Employee of the Month, January 2006, Lees Summit Medical Center
- National Deans list in 1995

References available upon request

Michael S. Adams, MBA, ACMPE  
312 Hampton Hill Drive  
Tyler, Texas

michael.adams@tmfhc.org  
Primary Phone: (971) 244-3385

### **SUMMARY OF QUALIFICATIONS & SKILLS**

Accomplished Healthcare Executive with proven success in various medical settings. Results-oriented leader focused on high quality of care, leading and developing people, and creating a positive culture. Excellent interpersonal and relationship building skills with all levels of executives, providers, and staff, and a comprehensive knowledge of medical operations and finance.

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### **EDUCATION**

MBA – General Management – Marylhurst University  
BS – Business & Leadership w/ Communications Minor – Marylhurst University  
ACMPE – Certified Medical Practice Executive – Medical Group Management Association  
Undergraduate Certificate – Conflict Resolution & Mediation – Marylhurst University  
Green Belt Lean Six Sigma Certificate – Washington State University

### **PROFESSIONAL EXPERIENCE**

FQHC: 2015 – Present, Tyler Family Circle of Care, Tyler, TX

Chief Executive Officer

Responsible for providing leadership, planning, and direction for a comprehensive, community-focused Federally Qualified Health Center providing obstetrics/gynecology, family medicine, family planning, and pediatrics focusing primarily on the underserved, under-insured, and uninsured populations in North East Texas. Accountable for overall Operations, financial performance, quality improvement and assurance, grants management, and compliance with all Health Resources and Services Administration Program Requirements.

FQHC: 2014-2015, CL Brumback Primary Care Clinics, West Palm Beach, FL

Director of Strategic Planning & Business Development

Responsible for leading and managing the annual and multi-year strategic planning process and competitive and market analysis for the Health Care District of Palm Beach County CL Brumback Primary Care Clinics.

Accountable for leading the development of company and operating-level objectives, strategies, plans, and KPIs, and responsibility for the periodic reporting of dashboards to Senior Leadership and the Board of Directors.

Responsible for identification, pursuit, and acquisition of strategic business opportunities including mergers, acquisitions, partnerships, alliances, joint ventures, and licensing agreements that fit the corporate strategy and business plan. Accountable for spear-heading the development of innovative contracts, services, solutions, practices and strategies that improve performance, services and value to the organization. Evaluated operational and financial practices/issues to determine whether competitive and/or staying current with the latest trends, technology, and industry standards. Develops organization's annual budget and negotiates contracts, i.e. Managed Care Contracts, Facility Lease Agreements, and etc. Acted as liaison between Organization and the Health Care District, Pharmacy, Lab, and other external and/or ancillary services, and vendors. Directly oversaw Projects Management, Decision Support and Analytics, and Outreach & Enrollment departments.

- Access: Relocated 1 clinic from old to new site to allow expansion & improved flow
- Finance: Completed A1U & Year 2 implementation: \$243,000 received to date
- Finance: Changed Medicare system set-up to receive higher & accurate/appropriate reimbursement
- Culture: Developed operational goals & implemented dashboard reporting within 6 months of hire
- HRSA: Completed NCC, NAP Grant, & Expansion Grant; all HRSA accepted
- Finance: Developed FY '15 Budget; Board approved
- Finance: Negotiated MMA contracts; Prestige, Sunshine, Molina, & Humana

FQHC: 2012-2013, Tri-Cities Community Health, Pasco, Washington

Chief Operations Officer

Worked in collaboration with Board of Directors, CEO, and other healthcare staff to improve quality, access, and efficiency. In addition to overall operational accountability, directed nursing, pharmacy, health unit coordinators, referrals, call center, medical records, quality, compliance, and case and care management. Oversaw

organization's PCMH, MU, and FTCA efforts. Developed Pharmacy and Therapeutics Committee. Member of Executive Management Team, QI, Forms Committee, P&T, and Patient Employee Satisfaction Committee.

- Access: Decreased Time to 3<sup>rd</sup> from 17.5 days to <3
- Access: Increased Service Factor (calls answered in <30 secs) from 68% to 85%+
- People/Quality: Increased Medical Site Patient Satisfaction scores from <80% to >90%
- Quality: Implemented tracking processes for referrals, incidents, and complaints

FQHC: 2009-2012, Columbia Basin Health Association, Othello, Washington  
Director of Operations

Worked closely with CEO and other executives to ensure efficient general and clinical operation, and to develop sound management policies and procedures. Developed company's strategic plans. Set and monitored standards for performance. Observed all departments for compliance to HIPAA, JCAHO, NCQA, and corporate standards. Oversaw nursing, facilities, compliance, quality, call center, imaging, lab, medical records, registration, transportation, and cashiers, and accountable to develop clinic managers, and director's of nursing, compliance, and quality. Acted as Privacy Officer to oversee development, implementation, maintenance of, and adherence to company compliance program, policies, and procedures. Member of Leadership Team, QI, and Safety Committee.

- Access/Quality: Implemented electronic exam room vitals
- Finance: Decreased Operations OT from >2% to 0.66%
- Quality: Complaints decreased in all Operations departments to <0.15 / month
- Quality: Joint Commission accreditation renewed 2011
- People/Quality: Increased all Operations Patient Satisfaction scores

HMO: 2006-2009, Kaiser Permanente Portland, Oregon  
Surgical Service Patient Care Manager

Responsible for all administrative, operational, and building management functions for the provision of business and clinical services for cardiology, orthopedics, podiatry, foot care, cast room, urology, special procedures, neurology, pulmonology, infectious disease, general surgery, ENT, audiology, physiatry, and neurosurgery. Managed areas of responsibility with sound fiscal management practices, analytical and critical thinking skills, program/service delivery planning, and the efficient use of labor and non-labor resources. Hired, coached, and facilitated retention of 62 qualified/licensed staff and 35 physicians. Working knowledge of regulatory standards. Co-chaired Safety Committee.

- Access: Developed and implemented regional referral appointing for orthopedic department
- Quality: BP% taken increase from 15% in '07 to 83%+ in '08 for all departments
- People: Increased People Pulse Care Experience from 52% in '06, to 65% in '07, to 87% in '08
- Culture: Increased People Index scores by an average of 15%/year; from 54% in '06 to 84% in '08

HMO: 2002-2006, Kaiser Permanente Portland, Oregon  
Projects Manager and Business Analyst

Provided support to numerous executives and oversight committees on major business processes and projects. Collected data, designed spreadsheet models, prepared reports, and drafted presentation materials. Facilitated project meetings and contributed to the successful execution of the overall work plan and achievement of objectives. Acted as an interpreter of information to provide clarity on issues and policies. Recommended and directed action plans, and participated in, and coordinated resolutions.

- Access: Managed move of MIC, TUC, MAC, and PAC from hospital to urgent care setting
- Access: Ensured completion of WCHCT roll out by year end for East Service Area
- Implemented all initiatives, region-wide, that met approval from Care Delivery Council

Veteran, US Marine Corps, 3<sup>rd</sup> Bn, 6<sup>th</sup> Marines, 2<sup>nd</sup> MarDiv, Camp Lejeune, NC – Honorable Discharge

**CAROLYN REBECCA RISINGER, MD, FAAP**  
**Tyler Family Circle of Care**  
**March 26, 2016**

**CURRICULUM VITAE (Annotated)**

**NAME: Carolyn Rebecca Risinger, MD, FAAP**

**DATE: March 26, 2016**

**PRESENT POSITION AND ADDRESS:**

**Chief Medical Officer**  
**Tyler Family Circle of Care**  
**214 East Houston**  
**Tyler, Texas 75702**

**BIOGRAPHICAL:**

**Birthplace: Texas City, Texas**

**Birth date:** [REDACTED]

**Citizenship: United States**

**EDUCATION:**

**1975-1979 BS Biology Major/Chemistry Minor (Summa cum laude) Sam Houston State University**

**1979-1983 MD University of Texas Medical Branch  
Galveston, Texas 77550**

**1983-1986 Residency in Pediatrics**

**PROFESSIONAL AND TEACHING EXPERIENCE:**

**8-1986-11-1990 Pediatric Associates  
6400 Memorial Drive, Texas City, Texas  
Precepted Medical Students**

**1-1991-9-1991 Solo Pediatric Practice  
Woodville, Texas**



- 6-1991-7-1993    EPSDT Medical Director**  
**Nacogdoches, Texas**  
**Trained nurse midwives in well child care birth to 5 years old, patient care and speaker at the yearly conferences.**  
**Duties also included patient care, quality assurance, development of pediatric protocols, administrative duties.)**
- 8-1993-8-1995    Primary Care Outpatient Clinics**  
**Texas City Pediatric Clinic**  
**Precepted medical students**
- 9-1995-7-1996    UTMB Maternal Child Health Satellite Clinics**  
**EPSDT Supervised in the following clinics:**  
**Livingston, Woodville, Corrigan, Crockett and Nacogdoches.**  
**In addition to patient care, teaching responsibilities included teaching Registered Nurses to perform EPSDT Exams and Training Seminar.**
- 8-1996-12-1997    Primary Care Outpatient Clinics**  
**Woodville, Texas**
- 1-1998-2-2009    Community Based Clinic**  
**Texas City, Texas**  
**Medical Director (March 1998-2009)**  
**Teaching responsibilities include Principle of Medicine first year**  
**Medical students, Pediatric Core Rotation students and Pediatric Residents. Occasionally Family Medicine Residents were precepted as well.**

**3-2009-Present**      **Tyler Family Circle of Care (Formerly  
Family Care Center)**  
                                 **Pediatric Clinic Medical Director**  
                                 **Supervise Nurse practitioners and audit  
charts, precept resident in**  
                                 **Family Medicine, full clinical and call  
responsibilities. I started**  
                                 **Specialty Clinics in Asthma, Healthy Kids  
(BMI's over 95%),**  
                                 **Special Needs Clinic**  
                                 **Became Chief Medical Officer for the  
Pediatric and OB/GYN**  
                                 **Clinics in January of 2012. We have also  
added a family service**  
                                 **Line.**  
                                 **We became an FQHC 3 years ago. I am  
also responsible for Quality and Population Health Initiatives.**  
                                 **Grant from Texas Children's Hospital for  
"UpToDate"**

**COMMITTEE RESPONSIBILITIES:**

**A. UTMB**

**Undergraduate Medical Education**

**B. Columbia Mainland Medical Center**

- **Chairperson of Pediatrics June-December 1998, January 2003-September 2004**
- **Executive Committee June-December 1998, January 2004-Present**
- **Emergency Medicine Committee 1998-2000**
- **Credentials Committee 2001-present**
- **Department of Pediatrics 1998-present**
- **Ethics Committee 2004**

**C. Trinity Mother Frances**

- Perinatal/Pediatric/Ob-GYN committee
- Pediatric Order Set Committee
- Hospital Practice Improvement

**D. Tyler Family Circle of Care**

- Quality Committee
- CPI Committee
- Risk Management Committee
- Strategic Planning Committee

**MEMBERSHIP IN MEDICAL SOCIETIES:**

American Academy of Pediatrics  
American Medical Association

**AFFILIATIONS (Elected):**

Diplomat of the American Board of Pediatrics, Board Certified  
in Pediatrics March

March 20, 1988 (Board Certified for Life)

Fellow of the American Academy of Pediatrics, October 1,  
1988

**LICENSURE INFORMATION:**

Texas License #G5540,  
Texas DPS #NO062133  
DEA #BR0371740

**HONORS:**

Physician of the Quarter for the Primary Care Outpatient  
Clinics, October 1999

Key to Success-October 6, 1999 recognized by Mainland  
Center Hospital as having given outstanding service

UTMB Department of Pediatrics-Community Preceptor Award  
for 2001

2005 Spotlight on Giving Award (given to physicians who had  
shown special care to patients)

2007 St. Luke's Episcopal Health Charities Ambassador  
Award (given for humanitarian work)

**Community Preceptor Award, UTHSC, Tyler, Texas 2009  
(Chosen by the Family Medicine Residents)**

**Nominated Physician of the Quarter for TMF**

**Elected to SuperDoctors 2015**

**MANAGEMENT SKILLS DEVELOPMENT:**

**American College of Physician Executives Principles in  
Management Course I and  
Course II**

**Certificate in Business Administration awarded October 11,  
1999-Attended bimonthly**

**Classes given by the faculty of the University of Clear Lake  
MBA program for**

**Physicians and dentists.**

**Trinity Clinic Physician Leadership Academy Graduate**

**SPECIAL PROJECTS:**

**Reach Out and Read**

**Executive Medical Director for Reach Out and Read for UTMB.  
Reach Out and Read is a program that promotes literacy in  
pediatric patients from 6 months to 6 years old. I also obtained a  
\$33,000 sustainability grant from BP Amoco to sustain the  
program.**

**Armenia-Galveston American International Health Alliance  
Partnership**

**UTMB had a 3-year partnership with the country of Armenia.  
The American International Health Alliance funded by USAID  
sponsors this partnership. The purpose of the partnership was to  
help the Armavir region of Armenia (population 330,000) to  
develop primary health care. I was the program director of the  
project.**

**Our grant was for \$300,000 per year.**

**Fever Pilot Program with UT Literacy Department/School of  
Nursing, goal to improve Health Literacy in Patients. Projected  
to be completed in the spring of 2015. Lecture to UT Nursing  
Students on Fever/Health Literacy**

**COMMUNITY INVOLVEMENT:**

**The Luke Society Homeless Clinic**

**We met every Saturday from approximately 8-9:30 to give medical attention to the homeless community of Galveston. I went at least once per month. I was also on the Advisory Board and the Board President for 2006-2007 and 2007-2008.**

**Pregnancy and Parenting Center, Board President 2005-2009  
Central Baptist Church**

**Child Advocacy Center Board Member**

**Tyler Area Partners for Literacy Steering Committee 2012-2015**

**East Texas Autism Network Board member  
Bible Study Fellowship**

**MISSION TRIPS**

**Kenya- November 1985- Worked in a mission hospital in Lugulu, Kenya for one month**

**Zaire-Worked in a Children's Refugee Camp with displaced Rwandan Children for 2 weeks**

**Nicaragua-June 2003 and 2004-Worked with children in rural areas of Nicaragua for 2 weeks.**

**Lecture for the "Primary Health Care in Developing Countries" on Integrated Management of Childhood Illness. 2003, 2004, 2005, 2006**

# **Linda Marsh Isabell, RN, BSN, MBA**

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11855 Tanya Drive  
Tyler, TX 75709

Phone: 903-312-3461  
E-mail: (H) lfisabell@gmail.com  
E-mail: (W) Linda.Isabell@tmfhc.org

## **Personal Objective:**

To model and foster principle-centered leadership that is based on truth, fairness, respect, and accountability; that which empowers people to grow positively and lead productive lives.

## **Professional Objective:**

To contribute to the care of women and children through evidenced-based clinical practice and to participate in initiatives that advance the health promotion and education of women, children and the family, with a focus on teens and teen parents.

## **Education**

May 2004—Graduate of LeTourneau University, Longview, Texas—Masters in Business Administration, concentration in Healthcare Administration and Human Resources  
May 1987—Bachelor of Science in Nursing, The University of Texas at Tyler  
May 1978—Graduate, Texas Eastern School of Nursing (3 Year Diploma Program)  
May 1975—Associate of Science, Tyler Junior College (Pre-Nursing)  
May 1973—Associate of Arts, Tyler Junior College (Business)  
May 1971—Graduate of John Tyler High School  
Participant in multiple continuing education seminars/workshops as attendee and presenter as well as in associational conventions/conferences

## **Awards, Certifications**

January 2012 — TMFHC “Daisy Award” Winner (Tyler, TX)  
April and November 2011—Trinity Mother Frances Hospitals & Clinics (TMFHC) - “Daisy Award” Nominee (Tyler, TX)  
May 2003 — TMFHS (Trinity Mother Frances Health System) “Quiet Heroes” Award  
December 2001 — First Line Management Certification, Edwin L. Cox School of Business, Southern Methodist University, Dallas, TX  
September 2000 — Breastfeeding Education Specialist, Lamaze International  
February 1999 — TMFHS “Agency Minority Nurse of the Year”  
June 1998 — TMFHS “Employee of the Month” Nominee  
September 1993 to present — Case Manager/Targeted Case Management, Texas Department of State Health Services  
May 1985 — General Duty Nurse of the Year, District 19, Texas Nurses Association  
May 1981 to 2013 — Certified Lamaze Childbirth Educator, Lamaze International  
Received other numerous awards and certifications of recognition for outstanding performance and excellence in nursing leadership and Christian fellowship

## **Professional Experience**

July 1, 2015 to present— Chief Operating Officer-FQHC, Tyler Family Circle of Care, Tyler, TX; overall accountability and responsibility for operations of clinical and business functions, continuing collaborative efforts with the community and community partners, the TFCC Board of Directors, CEO, providers and staff to attain and maintain, the highest quality of care through access, proficiency and efficiency, creating an always positive experience for our patients. Direct responsibility and oversight for UDS reporting, grant writing and successful FTCA deeming and redeeming status.

## **Linda Marsh Isabell**

### **Professional Experience (cont'd)**

February 2014 to present—Director of Operations—FQHC, Tyler Family Circle of Care (TFCC), Tyler, TX. Responsible for Operational Oversight of clinics (Family Practice/Women's Services/Pediatrics) within TFCC Community Health Center.

October 2000 to February 2014 — Site Manager, FamilyCARE Center—Women's Services, Tyler, TX. Responsible for personnel management and daily clinic operations of the maternity/gynecology center; which provides prenatal and postnatal care as well as limited gynecology care to the underserved population of Smith County and surrounding communities (December 1999 to October 2000—Interim Site Coordinator inclusive of case management)

July 1, 1999 to September 1999 — Women and Children's Health Care Planner. Responsible for planning the care of patients from entry to exit of TMFH care system, customer service and staff education, Mother Frances Hospital, Tyler, TX

July 1, 1995—June 30, 1999—Included Nurse Leader of Nursery, Mother Frances Hospital

May 1998—June 30, 1999—Nurse Leader for Post-Partum, Gynecology, Urology— Mother Frances Hospital

July 1, 1995—June 30, 1997—Nurse Leader of Nursery and Pediatrics, Mother Frances Hospital

May 1978—May 1988—Charge Nurse, Post-Partum, Mother Frances Hospital

May 1973—May 1978—LVN Staff Nurse, Labor and Delivery, Mother Frances Hospital

May 1973—May 1978—Clinical Rotations at Mother Frances Hospital, East Texas Medical Center, The University of Texas Health Science Center at Tyler, Rusk State Hospital, Rusk, TX

### **Areas of Interest**

Health care promotion for all, with focus on women and children, Southern American History, Arts and Crafts, Fine Arts

### **Additional Professional Activities/Organizations**

\*April 2001 to February 2004—Supervisor/Advisor, Parish Nurse Program of Trinity Mother Frances Health System/Our Lady Of Guadalupe Catholic Church, Tyler, TX

\*March 2001 to March 2002—Co-Founder/Assistant Executive Director/Treasurer, Karing Hearts Maternity Home of Tyler, Inc.

\*March 2004 to October 2008—Assistant Executive Director-Spirit of the Rose Community Outreach for At-Risk Youth and Young Adults

\*October 2004 to present—Rose City Chapter of Top Ladies of Distinction, Inc., Tyler, TX

\*January 2004 to present—Texas Nurses Association

\*April 2002 to present—Tyler Alumnae Chapter of Delta Sigma Theta Sorority, Inc., Tyler, TX

\*January 2002 to December 2006—President, Greater East Texas Chapter of the National Black Nurses Association (Held offices as Vice President, Secretary, Asst. Secretary)

January 1991—Present— National Black Nurses Association, Inc.; Greater East Texas Black Nurses Association, Inc. Tyler, TX; (1991-Charter Member)

### **Volunteer Experience**

\*Northeast Texas Chronic Disease Collaborative/Texas Medical Foundation—2013 to present

\*Board Member Northeast Texas Public Health District, Tyler, TX—2012 to present

\*NET Health Immunization Coalition and Healthy Babies Coalition—2014 to present

\*Office of Minority Health—Texas Department of State Health Services, Tyler, TX

\*Texas Medical Foundation, Austin, TX (Natural Health Helpers-Community Based Influenza/Pneumonia Clinics)

\*March of Dimes—1995 to present (Region 5 Program Services Committee-2010-11)

\*American Cancer Society/Sickle Cell Foundation—2010 to present

\*Special Health Advisory Council, Tyler Independent School District (TISD), Tyler, TX

\*Volunteer—TISD, T.J. Austin Elementary, Tyler, TX

### **References:**

Rev. Derry G. Hinton, Pastor-God's Way Baptist Church, 2518 Garden Valley Road, Tyler, TX , 75702, Phone: 903-360-3504 (*Other References upon request*)

## EDUARDO TORRES, M.D.

8013 George Fox Pl.  
Lorton, VA 22079  
etobgyn@yahoo.com  
703-231-7656

### QUALIFICATIONS

Dedicated, bilingual physician, with a remarkable professional and educational background. United States citizen. Active medical license in the states of Virginia and Texas. ABOG certified. Fluent in English and Spanish. Seeking a full time OBGYN position.

### PROFESSIONAL BACKGROUND

*InovaCares for Women, Falls Church and Fairfax, VA* 1/2009-present  
Provide outpatient and inpatient obstetrical and gynecological care to women from underserved communities in Fairfax County and Inova Fairfax Hospital.

*Adler Center for Women's Health, Woodbridge, VA* 8/2005-12/2008  
Evaluated and performed medical and surgical management for gynecologic and obstetrical patients in outpatient and inpatient settings.  
Member of the Medical Staff Election Committee, Potomac Hospital  
8/2008

### EDUCATION

University of Puerto Rico School of Medicine (UPRSM), San Juan, P.R. 7/2001-6/2005  
Residency in Obstetrics and Gynecology  
*Administrative Chief Resident UPRSM OB/Gyn 2004-2005*  
*ACGME accredited four year program*

University of Puerto Rico School of Medicine, San Juan, P.R. 7/1997-6/2001  
Doctor in Medicine, *Magna cum laude*

University of Puerto Rico Rio Piedras Campus, San Juan, P.R. 7/1993-6/1997  
Bachelor's Degree of Science in Biology, *Magna cum laude*



## ACADEMIC APPOINTMENTS

*George Washington University (GWU)* 1/2009-present  
Attending physician for the Department of Obstetrics and Gynecology. Inpatient and outpatient mentor and teacher for medical students and residents.

*Virginia Commonwealth University (VCU)* 1/2009-present  
Attending physician for the Department of Obstetrics and Gynecology. Perform medical student training in both inpatient and outpatient settings.

## LEADERSHIP ROLES

*Family Center Care Kaizen* 9/2011  
Member of the committee that evaluates patient experiences at Inova Fairfax Hospital for Women. Our priority, to improve the post-partum process at the hospital.

*Inova Fairfax Women's Value Stream* 2/2011  
Member of the committee that analyzes and designs the flow of patients seen at Inova Fairfax Hospital for Women.

*Member of the American College of Obstetricians and Gynecologists*

## AWARDS & ACCOMPLISHMENTS

*VCU Certificate of Recognition* 5/2011  
In acknowledgement of excellence in teaching at the Inova Campus.

*VCU Teacher of the Month* at Inova Campus. 4/2011

*GWU Excellence in Teaching Award* 6/2010 & 6/2012  
Recognition to attending physician with significant contribution to resident education.

*University of Puerto Rico, OBGYN residency:*  
Administrative Chief Resident of UPRSM OB/Gyn program for academic year 2004-2005.

*Karlis Adamsons Award* for the highest score in CREOG In-Training exam for two consecutive years, 2003 and 2004.

*The Society of Laparoendoscopic Surgeons Award* for the third year resident with the highest endoscopic competence, 2003-2004.

*Berlex Educational Award* as the best second year teaching resident, 2002-2003.

## COMMUNITY SERVICE

*Prince William County Health Department Free Clinic* 1/2010-present  
Monthly volunteer at county clinic, where I evaluate gynecologic patients who otherwise do not have access to medical care.

## POST GRADUATE TRAINING

*Fairfax Hospital Minimally Invasive Course* Fall 2010  
Hands-on training in complex laparoscopic procedures

*Da Vinci Training (Intuitive-Philadelphia)* August 2008  
Hands-on training for certification on Da Vinci system

*Cleveland Clinic Minimally Invasive Course* February 2008  
Hands-on training on laparoscopic procedures (TLH)

*Optimizing your gynecologic visit* April 2006  
In-office procedure training (hysteroscopic ablation and sterilization)

## RESEARCH

de la Vega A., Torres E. Prenatal Diagnosis of Renal Disease: *Implications* 2001-2004  
*Regarding the Advantages of Routine Sonographic Screening.* University of Puerto Rico School of Medicine, OBGYN department.

de la Vega A., Torres E. *Low incidence of chromosomal anomalies in patients* 2001-2004  
*with Isolated Open Neural Tube Defects in a Hispanic Population.* University of Puerto Rico School of Medicine, OBGYN department.

Velez A., Torres E. *Crustacean Species in Puerto Rico.* University of 1997-1998  
Puerto Rico, Museum of Biology.

## **Stephanie Renee Tyo**

519 East Dodge Street  
Tyler, Texas 75701  
stephanletyo@gmail.com  
(304) 288-6078

### **EMPLOYMENT EXPERIENCE:**

- 2013-2015      University of Texas Health Northeast, Department of Family Medicine: Assistant Professor
- Revitalized a struggling single provider rural satellite clinic: Physicians of Gladewater
  - Increased patient population by 53%
  - Managed/grew a staff from 3 to 6 employees
  - Implemented mental health counseling in house
  - Taught family practice residents on rural rotation
  - Organized and Implemented creative community health projects
- 2013-2015      Andrews Center Medical Services, contracted through University of Texas
- Established a medical clinic within the county mental health facility, the first of its kind in the region (onsite 1-4 days per month)
  - Oversaw physician's assistant as primary care provider for this clinic

### **EDUCATION:**

- 2010-2013      University of Texas, Family Medicine Residency, Tyler, TX
- Unopposed program, emphasis on Inpatient, obstetrics and emergency medicine
- 2006-2010      West Virginia University, School of Medicine, Morgantown, WV
- 2002-2006      West Virginia University, Eberly College of Arts and Sciences, Morgantown, WV  
B.S.: Biology, Minor: Spanish, *Magna cum Laude*

### **RESEARCH:**

- 2013-2015      Pediatric Obesity Project: Physician Supervisor
- Consulted on study that measured happiness levels of children and parents after they attended 4 week small group course on healthy eating and exercise

### **LICENSES, CERTIFICATIONS, and PROFESSIONAL DEVELOPMENT:**

- 2013-current      Medical Licensure through the Texas Medical Board  
2013-current      Board Certified by the American Academy of Family Physicians

Advanced Trauma Life Support	expires: December 2015
Basic Life Support	expired: March 2015
Pediatric Advanced Life Support	expired: November 2014
Advanced Cardiac Life Support	expired: January 2014
Neonatal Advanced Life Support	expired: August 2013

- 2013 February Completed Emergency Ultrasound Course, Tyler, TX
- 2013 August Completed Motivational Interviewing: An Introductory Workshop, San Diego, CA
- 2012 April Completed Trauma Training Program at Timberlawn Mental Health System, Dallas, TX  
Trauma program for psychological trauma and extensive comorbidity with a focus on dissociative disorders
- 2009 June Completed WVU's Tropical Medicine and Parasitology Course, Morgantown, WV

#### **VOLUNTEER WORK/INTERNATIONAL ELECTIVES:**

##### **Residency**

- 2013 International Elective: Naakale, Uganda (1 month)
- Practiced at established outpatient clinic through Orthodox Presbyterian Church Mission
  - Gained valuable tropical medicine experience
  - Performed minor procedures, wound care
  - Assisted with malnutrition and vaccine clinic
- 2013-2011 Operation Lone Star (1 week/year)
- Worked at massive free medical clinic for underserved populations hosted by the Texas State Guard
- 2011 Refuge International: San Raymundo, Guatemala (1 week)
- Practiced at outpatient clinic for adults/children
  - Assisted in general and gynecological surgeries

##### **Medical School**

- 2010 International Elective: San Lucas Toliman, Guatemala (1 month)
- Ran temporary clinics in small neighboring towns, through local Catholic Church
  - Developed patient record system such that temporary medical groups will be able to provide continuity of care
- 2010 International Elective: Nalerigu, Ghana (1 month)
- Practiced at Baptist Medical Center: 125-bed mission hospital, main referral center for patients all over northern Ghana
  - Rounded on inpatient services and provided outpatient clinic
  - Gained experience with D&C procedures, amputations, cesarean surgeries, and orthopedic traction
- 2009-2010 English as a second language tutoring
- Tutored one student twice a week in English
- 2008-2010 Clothing Drive for Christian Help/Women's Career Closet
- Hosted event every few months where friends bring old clothes, first clothes were "swapped" then the remaining clothes were taken to center and distributed for free

- 2009 Summer Shoulder to Shoulder: Ocote Paulino, Honduras (1 week)
- Collected over 100 pairs of reading glasses
  - Practiced in a general clinic with small team
  - Addressed needs from diabetes and heart disease to machete lacerations and reading glasses
- 2008 Summer International Alliance of Service and Education: Cuautla, Mexico (1 week)
- Worked in a general hospital assisting with vaginal deliveries, cesarean sections, colposcopies, and regular gynecologic appointments
  - Participated in intensive Spanish lessons
- 2007&2008 Run for Cover 5K, American Medical Women's Association
- Organized first and second annual charity walk/run to benefit a local homeless/battered women's shelter
  - Raised over \$5,000 in 2007 and over \$8,000 in 2008
- 2007 Summer Medical Missions International: Arequipa, Peru (3 weeks)
- Week 1: Worked with a temporary mission group who put on an eye clinic, translated, assisted with pterygium surgeries, and registered patients
  - Week 2: Worked in a primary care clinic for women and children run by local physicians, observed and improved medical Spanish
  - Week 3: Volunteered at a larger children's hospital, worked with children with disabilities, entertaining them and assisting with feeding at mealtimes

#### **HONORS:**

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##### **Residency**

- 2013 Honored by Dan Flynn, Texas House of Representatives for volunteer service during Operation Lone Star
- 2011 Coined by General Fernandez for volunteer service during Operation Lone Star
- 2012 Coined by Brian Smith, MD, MPH for volunteer service during Operation Lone Star

##### **Medical School**

- 2009-present Gold Humanism Honor Society
- 2009 Global Health Travel Award, Fogarty Scholarship
- 2008-2009 EJ Van Liere Medical Scholarship
- 2007-2010 Global Health Fellowship (only 2 per year)
- 2006-2007 Medical Endowment Scholarship

#### **PROFESSIONAL MEMBERSHIPS:**

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- 2010-present American Academy of Family Physicians  
Texas Academy of Family Physicians  
Texas Medical Association  
Smith County Medical Society

##### **Medical School**

- 2007-2010 Medical Spanish Association, **President** (2007-8): hosted medical Spanish class

2006-2010 Students for Global Health, Vice President (2007-8)  
2006-2010 American Medical Women's Association, Vice President (2007-8)  
2006-2010 American Medical Student Association  
2006-2010 Circa Terra: organization that collects surplus medical supplies for distribution overseas

**Undergraduate**

2003-2006 Alpha Epsilon Delta, Premedical Honor Society  
2003-2006 Beta Beta Beta, Biology Honor Society

**PRESENTATIONS:**

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2014 Guest Lecturer at University of Texas Internal Medicine Residency, Longview, TX  
"Motivational Interviewing: the Basics"

2014 May Behavioral Health Regional Conference, Tyler, TX  
Panel Member on "Behavioral Health Integration: A Work in Progress"

2014 Nov Texas Regional Healthcare Partnership Conference  
Presented "The Case for Integrating Behavioral health and Primary Care in Region 1"

2013 July Health Connections, University of Texas YouTube series on Simple Health Topics  
"Birth Control: The Basics"

**Residency**

Internal Medicine Case Conference, SIADH  
Dermatology, skin biopsy  
Lessons from Overton, medicine in rural Texas  
Morning Report: Child Abuse  
Journal Club: Power Stances and Cortisol Levels  
Journal Club: Vitamin D and Timed Get up and Go in Elderly Population  
Journal Club: Estrogen therapy and Cystic Fibrosis  
Morning Report: Hypertriglyceridemia/Pancreatitis

**LANGUAGES:**

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Spanish: advanced level

**INTERESTS:**

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Travel, yoga, reggae and bluegrass music, sewing, gardening and canning

Mary Thomason RN, BSN  
147 County Road 4940  
Quitman, TX 75783  
903-967-7354

**Objective:** Employment in a health care environment that offers the opportunity to provide the ultimate in quality care and one that allows professional growth to enhance that quality and compassion toward excellence.

**Experience:**

*Tyler Family Circle of Care, Tyler, TX: 2012 to present*

- RN, Site Manager of TFCC OB and Gynecology and Family Medicine: Manage 20 staff members; (varying disciplines) four OB-GYN Physicians and one Family Medicine physician; two Women's Health Nurse Practitioners, one Certified Nurse Midwife, one Family Nurse Practitioner.
- Responsibilities: Daily operations of clinic and staff, management of all staff performance and improvement issues for the clinics in my area of responsibility included, but not limited to, hiring, onboarding, coaching, counseling, retention, training, scheduling, equipment and supply management and ensuring that staff are knowledgeable of the mission and vision of Tyler Family Circle of Care and our responsibility in the community
- Implemented two new service lines: Family Planning and Gynecology  
Assist in staff RN duties when indicated as in obtaining complete medical, family and OB history; provide staff assist with telephone triage; Diabetic education; member of various Quality committees within the clinic organization; and other duties as assigned

*Family Care Center: June 1995 to 10/1/2012*

- Staff RN: Obtain complete medical, family and OB history; assist with Non-stress Tests (for fetal well-being assessment); assist with telephone triage; Diabetic education; member of Quality committee; and other duties as assigned

*Trinity Mother Frances Hospital: 1997-2002*

- Direct Patient Care RN - Post-Partum unit: Provided nursing care to delivered OB patients; newborn care to neonates

*Family Care Center/Our Lady of Guadalupe Catholic Church (Health Ministry Partnership): 2000-2003*

- Parish Nurse: Implemented and evaluated Parish Nurse Program; Developed policies and procedures; provided basic nursing care and education; coordinated Health Fairs associated with Our Lady of Guadalupe Catholic Church parishioners and the community; member of various community agency programs. Program (demonstration project) was grant funded and existed for a three-year grant cycle

**Education:**

The University of Texas at Tyler, Tyler, TX

- Graduate: 1995 to 1997  
Nursing School-Bachelor of Science in Nursing

Kilgore College, Kilgore, TX

- Graduate: 1992-1995  
Pre-requisites for nursing school

University of the Incarnate Word, San Antonio, Texas

- Certificate of completion - Parish Nurse Program - 2002

Sherri Gould RN BSN  
15641 CR 189 West  
Flint, Texas 75762  
Cell 520-576-0328  
[sherriandmike@gmail.com](mailto:sherriandmike@gmail.com)

**Job Objective:**

Using my education, knowledge and work experience to provide the best care and environment for my patients and co-workers, while being open minded to learn from their experience and knowledge.

**Summary:**

Team-oriented, energetic, and organized registered nurse involved in establishing increased levels of patient satisfaction by providing superior direct patient care.

High level multitasking and the ability to educate and coach employees in a manner in which everyone feels that their opinions and needs are heard and understood.

Enthusiastic about community health clinic education, and the resources that clinics can supply, improving the overall levels of patient satisfaction and return recommendations.

**Professional Experience:**

Tyler Family Circle of Care, Tyler, Texas. 4/2015 to present.

- Pediatric Site Manager for 2 clinics, with 12 providers and 40 direct report staff. Administrative duties include payroll timekeeping, UDS reporting, monthly financial updates, customer service, annual evaluations, Risk management, Quality Management, Provider relations, Scheduling issues, Employee Satisfaction Committee, and other duties as required. EPIC system for EMR.

Trinity Mother Francis Hospital, Tyler, Texas. 1/2014 to 4/2015.

- Team Lead for 5 Ornelas tower. Trauma/Surgery unit with 50 beds. Duties included: New staff orientation to unit, Preceptor, Charge Nurse and staff relief, Employee satisfaction team, Wound care team, Customer service. Worked as assistant to Clinical Director. Performed staff scheduling, license renewal reminders, staff education and skills checks. Also other duties as assigned. EPIC system for EMR. Received 2 "Daisy" awards for excellence in nursing care.

Seton Medical Center Williamson, Round Rock, Texas. 3/2011 to 1/2014.

- Charge Nurse and Staff RN III for Med/Surg/Telemetry/Neuro unit. Performing direct patient care. Compass system for EMR. PICC/CVC care, wound care, post-operative care, discharge and admissions, patient education. Team Leader, Preceptor. Received "Daisy" award for excellence in patient care.

St David's Georgetown Hospital. Georgetown, TX. 5/2009 to 3/2011.

- Staff and relief charge nurse for Med/Surg telemetry unit. Also performed as Nurse Educator, performing staff competencies. Performing direct patient care, wound care, post-operative care, discharge planning and admissions. PICC/CVC care. Received of 2 ICARE "TEAM AWARDS" and 24 personal "DIAMOND DROPS" for excellence in patient care.

American Mobile Health Care, (Travel Nurse), 10/2006 to 5/2009

St David's Georgetown, TX. 3/08 to 5/2009.



**Sherri Gould RN BSN**  
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- Staff RN and relief charge for Med/Surg/tele unit. Performed direct patient care, venipuncture, PICC/CVC dressing changes, post op surgical care, wound care and coordination of care for patients, assist with discharge planning, patient education.

Harris Methodist Ft Worth, Ft. Worth, TX. 5/07 to 3/08

- Staff RN on Tele/M/S unit, and M/S/Urology unit with Telemetry. Direct patient care, venipuncture, PICC/CVC care, post-op surgical, dressing changes, wound care, Telemetry monitor. EMAR. Won award for "BEST TRAVEL NURSE EVER 2008" (Surgical 3<sup>rd</sup> floor)

Torrance Memorial Home Health, Torrance, CA 2/2007 to 5/2007

- Home visits to patients for admission evaluation, IV therapy, venipuncture, wound care, PICC/CVC care, medication education and monitoring. OASIS system for EMR.

Presbyterian Healthcare Clinic, Cimarron, New Mexico. 5/2005 to 10/2006.

- Cimarron Health Clinic, Cimarron, NM. Clinical RN for two doctors in a rural community clinic. Duties included: physical assessment of patients, medication education and monitoring, venipuncture, injections, assisted doctors with wound suturing and vaginal exams, patient assistance with pharmaceutical companies for medications, patient chart maintenance.

Victory Home Health, RN/Office Manager, 1/2004 to 5/2005.

- Raton Office, Raton, NM. RN/Office Manager for branch office of Victory Home Health. Duties included: admission evaluation, direct patient care, wound care, venipuncture, medication education and monitoring. Direct supervision and education for staff nurses, CNA's. Used electronic medical charting, OASIS program. Also provided assistance with setup of branch office in Trinidad, Colorado.

Peterson Hospice, Patient Care Coordinator, 10/2001 to 10/2003

- Division of Sid Peterson Hospital, Kerrville, TX. RN and Patient Care Coordinator for Hospice. Duties included: Patient evaluation and admission assessment, medication education and monitoring, Family support and education. Scheduling of other staff RNs, CNAs, Chaplain, and Volunteers. Community in-service and education about hospice care. Also performed hospital in-service for staff. Was written about in the Kerrville Daily Times newspaper covering 3 different articles about nursing, and for hospice. OASIS program.

Sid Peterson Hospital, Staff RN and Charge Nurse, 12/1995 to 10/2001

- Kerrville, TX. Started as staff RN on M/S/Telemetry unit.. Duties included: direct patient care, assessment and medication administration, venipuncture, post-op care, ortho, telemetry, use of electronic medical charting, after four years was then promoted to charge nurse on same unit and also worked as charge nurse for the SNU within the hospital. EMAR

Previous work history to 1995: college, secretarial, bookkeeping, restaurant owner, mom.

**Sherri Gould RN BSN**  
15641 CR 189 West  
Flint, Texas 75762  
Cell 520-576-0328  
[sherriandmike@gmail.com](mailto:sherriandmike@gmail.com)

**Education**

University of Texas at Arlington, TX. RN-BSN. Graduated December 2015.  
Member of Sigma Alpha Lambda  
Alvin Community College, Alvin, TX. Graduated with ADN degree 1995.  
Clear Lake High School, Houston TX. Graduated 1980.

**Licensures:** Texas RN #623852, BLS

References provided on request.

# Tandra Michelle Bryner

Dalebryn2@yahoo.com • 18357 Woodhollow Drive, Flint 75762 • 903-316-2699

## Summary

Highly motivated and dedicated Operations Manager with extensive experience in personnel management and healthcare operations. Great interpersonal skills and data management knowledge to ensure efficiency and quality in operational performance.

## Education

University of Texas at Tyler

*May 1997* Bachelors of Business Administration

## Experience

Tyler Family Circle of Care | Tyler, TX

Revenue Operations Manager *July 2015* – present

Oversee daily front end and revenue operations of three federally qualified health centers (FQHC) which include medical records, scheduling, registration, collections, billing and coding.

Work closely with central billing office regarding billing, claims and reimbursement to ensure efficiency with collection process. Monitor and audit accounts for deficiencies and errors to decrease delay in processing claims.

Ensure compliance with access, registration and coding by continual education of all staff and Providers on a routine basis by education training, presentation and newsletters. Assist providers with training on current electronic medical record system to ensure efficiency with charting, coding and billing

Create and maintain provider templates for patient access through scheduling. Implemented and monitor call center for three clinic sites.

Assist with implementing new service lines and programs for all sites. Responsible for collecting data regarding cost and reimbursement for new programs/sites to be implemented.

Participate and facilitate quality improvement workgroups to improve processes throughout clinic operations. Serve as facilitator for patient access workgroup to obtain Patient Centered Medical Home Status for all locations.

Tyler Family Circle of Care/Family Care Center(Trinity Mother France Hospital and Clinics) | Tyler, TX

Business Office Coordinator *March 2000* – July 2015

Tandra Michelle Bryner

• • •

Managed front end operations for single and multi-site clinics which included Pediatrics, Obstetrics and Family Medicine. Coordinated front end operations including scheduling, billing, medical records, cash collection and registration.

Responsible for overseeing staff recruitment, training supervision and appraisal for front end operation staff. Implemented new employee training and competencies for front end staff.

Designated as super user for new electronic medical record system. Responsible for training and troubleshooting for all staff. Identified as a resource and liaison between clinic sites and information technology department. Worked closely with IT department to ensure processes were efficient for clinic work flow.

Assisted with recruiting, credentialing and orientation for new providers. Coordinated with Lead Physician/Medical Director regarding provider educational needs for documentation, coding and billing. Implemented a coding compliance program for new and established providers at the Obstetric location.

Worked closely with Site Manager to ensure compliance regarding Joint Commission, national patient safety goals, performance improvement projects and annual clinic goals.

Trinity Mother Frances Hospital and Clinic | Tyler, TX

Managerial Assistant *November 1997* – March 2000

Managed administrative duties for Director of the Birth Center which includes phones, scheduling filing, data collection and monthly reporting.

Assisted with recruitment of staff and interview preparation. Facilitated peer interviews and assisted applications with administrative paperwork.

Prepared material for general staff and administrative meeting. Responsible for minutes and maintaining department manuals and files for over 75 employees.

Prepared monthly departmental statistics regarding quality and productivity of department, providers and staff.

Assisted as liaison with staff and Director regarding personnel needs and concerns.

References available upon request

**Eddele Tani**  
3400 Varsity Dr Apt 2003  
Tyler, TX, 75701 United States  
214-254-6122 | [etani@patriots.uttyler.edu](mailto:etani@patriots.uttyler.edu)

## **OBJECTIVE**

Aspiring to a financial career focused on providing comprehensive accounting for a corporation's assets, liabilities, and other equities.

## **COMPETENCIES**

Microsoft Office	Complex Problem Solving	Multitasking
Lacerte	Critical Thinking	Service Oriented
Mathematical reasoning	Regulation Observance	Trilingual

## **EDUCATION**

**The University of Texas at Tyler – Tyler, TX, 2014**  
*Bachelor of Business Administration in Accounting*

- o Major: Accounting / Minor: Finance
- o Overall GPA – 3.95 / Major GPA- 4.0

**Mountain View College - Dallas, TX, 2012**  
*Associate's Degree in Applied Sciences*

- o Overall GPA - 4.0

## **EXPERIENCE**

**Ernst & Young, LLP – Houston, TX** (Winter 2015)  
*Assurance / Audit Services Intern*

- o Participated in the annual audit of two global oil and gas companies
- o Performed testing of substantive accounts including Cash, Revenues, and Long-lived assets
- o Reconciled amounts presented on the annual report with agreements and testing documents

**Bank of America – Southeast Tyler Branch, Tyler, TX** (2013- 2015)  
*Personal and Commercial Teller*

- o Performed daily cash transactions
- o Oversaw the custody of consignment items (official checks and money orders)
- o Participated in end-of-day balancing of the branch cash vault

**E-Z Mart Stores Inc. - Arlington, TX** (2011- 2013)  
*Store Associate*

- o Supervised sales and cash register operations
- o Oversaw the integration and training of new hires
- o Participated in periodic inventory counts and audits of register transactions

**GENCO – ATC - Fort Worth, TX** (Summer 2011)  
*Asset Recovery Controller*

- o Participated in the manual counting of physical inventory

## **AWARDS AND EXTRACURRICULAR CERTIFICATIONS**

- o Presidential Honors' List – *The University of Texas at Tyler* (2012 – 2014)
- o Presidential High Honors Award – *Dallas County Community Colleges* (2010 – 2012)
- o Certificate of Leadership -- *President of MYC International Student Organization* (2012)
- o Volunteer Income Tax Assistant Certification – *VITA Central / irs.gov* (2013)

<b>Position Title:</b>	Chief Executive Officer (CEO)
<b>Single or Combined Role:</b>	Single
<b>Employment Status:</b>	Full-time, Regular
<b>Reports To:</b>	Board of Directors (Board)
<b>Travel Requirements:</b>	Must be able to travel as needed

**Position Summary:**

- The CEO is responsible for ensuring the achievement of Tyler Family Circle of Care's mission, vision, and strategic objectives.
- Collaboratively works with the Board Chair to enable the Board to fulfill its governance function.

**Duties and Responsibilities:**

- Supervises and manages all of the organization's business and legal affairs.
- Attends all Board Meetings and additional Board Committee Meetings.
- Assures the organization's long-range strategy achieves its missions by providing leadership in the development and the implementation of programmatic, organizational, and financial strategic plans. Executes all strategic plans and policies authorized by the Board.
- Maintains official records/documents and ensures compliance with federal, state, and local regulations. Jointly, with the President and Secretary of the Board, conduct official correspondence of the organization and jointly, with designated officers, execute legal documents.
- Works with medical and finance staff to ensure execution of quality improvement plan and health care business plan.
- Works with the organization's leadership staff, finance team, and the Board to prepare an annual organizational budget. Ensures the organization's resources are carefully managed within defined budget guidelines according to Generally Accepted Accounting Principles (GAAP) and current laws and regulations. Oversees CFO's execution of financial activities and makes financial decisions based on the strategic plan and policies developed in concert with the Board.
- Promotes an organizational culture that fosters passion for the mission, cooperation, teamwork, and a common organizational vision.
- Articulates and promotes the organization's mission, activities, and needs to a broad audience, including Board, staff, volunteers, public officials, and community leaders. Establishes sound working relationships and cooperative arrangements with community groups and organizations.
- Oversees the recruitment, training, employment, and release of all personnel and ensures that job descriptions are developed, that regular performance evaluations are held, and that sound human resource practices, policies, and procedure are implemented and in place. Ensures that an effective management team, with appropriate provision for succession, is in place.
- Oversees fundraising planning and implementation, including identifying resource requirements, researching funding sources, establishing strategies to approach funders, submitting proposals, and administering fundraising records and documentation.
- Participates in professional development activities and maintain working knowledge of trends in the field of health care.
- Acts as an advocate for underserved individuals with sensitivity to each client's unique health needs and cultural and linguistic background.
- Performs other tasks as needed, within legal and professional abilities, to ensure the success of the organization and its programs.

- Acts as an advocate for underserved individuals with sensitivity to each client's unique health needs and cultural and linguistic background.
- Performs other tasks as needed, within legal and professional abilities, to ensure the success of the organization and its programs.

**Skills, Knowledge and Experience Requirements**

Strong administrative and planning skills; knowledge and understanding of reporting requirements for federally-funded, nonprofit organizations, as well as federal grant reporting and auditing requirements; strong verbal and written communication skills; history of writing successful grant requests; ability to take initiative and to exercise independent judgment; strong decision-making and problem-solving skills in a wide range of circumstances.

**Position Qualifications**

Bachelor's degree at a minimum; Master's degree preferred. Five or more years managing similar programs; and minimum of five years supervisory experience. Health care experience strongly preferred.

**Supervisory Relationships**

The CEO oversees all organization personnel. This position reports to Tyler Family Circle of Care's Board of Directors.

**Work Hours**

This is a full-time position that frequently requires more than 40 hours per week, including some evening, weekend, and/or holiday hours.

## **CONFIDENTIAL RESUME**

Erich Koch, CPA, CMA, CGMA, FHMA, CHFP, NHA, MBA  
PO Box 10135  
Tyler, TX 75711  
(845) 662-7889 (Residence - Cell)  
E-Mail – Eakoch@lycos.com

### **EDUCATION:**

M.B.A. – Masters of Business Administration, Heriot Watt University, Edinburgh, Scotland 2005  
B.A. Admin – Business Administration, Lakehead University, Thunder Bay, Ontario 1998

### **EXPERIENCE:**

**TYLER FAMILY CIRCLE OF CARE      TYLER, TX      2016 – PRESENT**

(3 Location FQHC with Net Revenues in excess of \$12 million)

**CFO –**

#### **Responsibilities:**

- Close the monthly books and produce financial statements for presentation to the Board of Directors.
- Work closely with the all managers on financial issues.

#### **Accomplishments:**

- Corrected accounting books as Net AR was understated by \$600K and Gross amount did not tie to system reports.
- Identified Business Office issues and set weekly meetings up with CBO to correct problems with submission of claims.
- Helped with explanations to get UDS finally approved and closed out for the 2015 year.
- Set up new Chart of Accounts that will better capture financial information in SAGE MIP.

### **EXPERIENCE:**

**ROBESON HEALTH CARE CORPORATION      PEMBROKE, NC 2014 – PRESENT**

(16 Program/location FQHC with Net Revenues in excess of \$16 million)

**CFO –**

#### **Responsibilities:**

- Close the monthly books and produce financial statements for presentation to the Board of Directors for 2 not for profit agencies.
- Work closely with the all managers on financial issues.

#### **Accomplishments:**

- Help in the successful preparation of the budget and prep work to get a CASA work grant in the Wilmington, NC area.



- Helped reorganize the outreach department & Accounting Dept to reduce 2 FTE's.
- Automated the month end close process to reduce the close from 15 days to 10.
- Reduced insurance expenses by over 25%
- Been able to have Net Days in AR at below 20.
- Turned the organization around from a \$900K loss to YTD profit of \$785K.
- Increased Days cash on hand from 21 days to 42.5 days in a years time.
- Successfully wrote Expanded Service grant and was awarded over \$280K

## **STONECREST CENTER      DETROIT, MI      2013 – 2014**

(104 Bed Acute Care Behavioral Health Hospital with Gross Revenues in excess of \$30 million)

### ***CFO – (Came in as a Contracted CFO)***

#### **Responsibilities:**

- Train and assist new controller, accounting staff and business office personnel with getting facilities financial processes and statements back into compliance.
- Close the monthly books and produce financial statements for presentation to the Division President and CFO.
- Work closely with the all managers on financial issues.

#### **Accomplishments:**

- I was able to get all the balance sheet reconciliation's back in order and correct some significant errors.
- Assisted in the negotiations of higher rates for our various Blue Cross contracts resulting in approximately \$150K more in Net revenue.
- Successfully reorganized the Business office department and was able to get 103% cash collections of net revenue less bad debt, Denials at less than half of one percent, and bad debt down to 1% of Net Revenue.
- Helped develop business marketing plan which shifted our payer mix from 25% Medicare to over 35% in less than 3 months and also increasing ADC from 70.5 to 90.
- Worked with dietary department and outside consultants and was able to get food costs from \$11/meal down to under \$8.00/meal.

## **SALUD PARA LA GENTE      WATSONVILLE, CA      2011 – 2012**

(23 Location FQHC servicing 142,000 + encounters with revenues in excess of \$26 million)

### **CONTROLLER**

#### **Responsibilities:**

- Over see directly/indirectly 12 people in the accounting, business office, and purchasing departments.
- Close and maintain the books (SAGE MIP) each month end.
- Work closely with the executive team on all financial issues.

#### **Accomplishments:**

- Identified Optometry was not getting the wrap-around payment due to not billing the state for it. Estimated to recover over \$83K worth of reimbursement.
- Identified pharmacy reimbursement program that could net us approximately \$950K per year.
- Reduced office supply costs by approximately 10% by switching GPO's.
- Identified \$200K in health insurance savings and increase in volumes by becoming self-insured.
- Set up a new front desk checklist, which helped capture missing information for the UDS report.
- Set up Electronic Remittance Advice (ERA) posting reducing one FTE.
- Helped in the acquisition of a Mobile Dental Unit resulting in additional patients, and an opportunity to re-base our rate for this unit.

### **EXPERIENCE:**

**WEST HILLS HOSPITALS & WILLOW SPRINGS CENTER RTC      RENO, NV**  
**2010 – 2011**

(2 Hospital System with a combined bed count of 210 and revenues in excess of \$30 million)

#### **CFO**

#### **Responsibilities:**

- Over see directly/indirectly 15 people in the accounting, business office, Admissions, I.T., payroll, Human Resources and payables department.
- Close the books for two hospitals each month end.
- Work as part of the executive team and present financials to the corporate offices.

#### **Accomplishments:**

- Completed the budgeting process for two hospitals with little or no guidance.
- Involved with transition from HMS accounting to McKesson Accounting package.
- Within 6 months of being there, I was able to turn a \$340K loss into a \$34K profit.
- Helped reduce staffing from a high of 3 EPOB down to 2.7 within 5 months.
- Educated the executive team about variable and fixed costs resulting in better decisions and a higher EBITDA

**DIVERSITY HEALTH CENTER INC**  
**2009 – 2010**

**HINESVILLE, GA**

(A 3 location FQHC in 2 counties serving both rural and urban patients)

#### **CFO**

#### **Responsibilities:**

- Oversee directly/indirectly 7 people in the accounting, business office, Admissions, I.T., payroll and payables department.
- Setting up of a properly working finance department from scratch.
- Work as part of the executive team and present financials to the Board of Directors.

#### **Accomplishments:**

- Designed and implemented chart of accounts for the accounting department.

- Did a new installation of an accounting system. Went from Quickbooks to SAGE MIP.
- Helped complete the renewal grant for our 330 Funding.
- Converted manual payroll system to a digital system and in the process, saved over \$11,000 a year in payroll costs and reduced payroll down to 1 hour to process from 2 days.
- Helped set up new prices for our services as many were below market rates in the area.
- Enrolled company into a GPO resulting in savings of approximately 25% in purchases.
- Helped with the relocation of the facility from the Public Health Department to a standalone site.
- Helped in the response from an ORO site visit. Also helped design plan of action to correct deficiencies.

**COMMUNITY CLINIC INC.**  
**2008**

**ROCKVILLE, MD**

**2007–**

(A non-profit FQHC look-alike with revenues of \$5M and 5 facilities in the greater DC area)

**CFO**

**Responsibilities:**

- Over see directly/indirectly 8 people in the accounting, business office, payroll and payables department.
- Present the financial statements to the Board of Directors; report to the CEO.

**Accomplishments:**

- Reconstructed the Financial Statements and Board Packets for the previous 4 months when there was no back up or documentation of what was done in the past.
- Implemented controls that did not exist organization wide. Controls ranged from implementing segregation of duties between people in finance, to having new purchase orders created with appropriate sign off and coding information.
- Enrolled the company into a GPO that is expected to result in savings in the near future.
- Identified billing issues that were causing the AR to grow. As a result of identifying these issues, it is expected that the AR will decrease by 15% and increase cash flow by almost \$100,000.
- Fixed the financial accounting system that was inaccurate. The Board of Directors and Senior Management now have confidence in the financials that they did not in the past.
- Fixed the telephone VOIP system that was not working properly for over a year. After identifying the issues and championing it, the system has been working properly with zero complaints.
- Helped complete the NAP paper work, which resulted in us getting FQHC status in 2008.

**MAT-SU REGIONAL MEDICAL CENTER**      **PALMER, AK**  
**2004 – 2006**

(For-Profit 74 Bed hospital with revenues in excess of \$120 million dollars)

**Controller**

**Responsibilities:**

- Overseeing the accounting, payroll and payables department of this for-profit hospital.

- Providing projections to corporate offices while reporting to the Chief Financial Officer.

**Accomplishments:**

- Helped implement financial and operational controls so our organization was SOX compliant.
- Responsible for the development and completion of the annual budget for the hospital.
- Responsible for the weekly projections that were due to the corporate offices in Texas.
- Responsible for variance analysis that was presented to the CFO and Division CFO each month.
- Implemented a flex system that linked units of service to labor. This resulted in staff being sent home during low census saving the hospital in labor costs.
- Responsible for the recording of costs for the new \$100 million dollar hospital.
- Responsible for providing the internal and external auditors with the information needed to get a clean opinion.

**CAVALIER COUNTY MEMORIAL HOSPITAL - LANGDON, ND 2002 – 2004**

(A 25 bed, for-profit community owned critical access hospital)

***Chief Financial Officer***

- Head finance person responsible for a \$5 million dollar organization with locations in 3 communities; report to the Chief Executive Officer.
- Manage day-to-day financial operations of hospital and reported results to Board of Directors.
- Implemented a PTO system that ended up saving the hospital over \$100,000.
- Helped the hospital make its first profit in 7 years and only the second profit in 14 years.
- Increased days cash on hand from a low of 8 days to over 45 by the time I left.
- Participated in getting a grant that resulted in the hospital getting \$50,000 worth of computer equipment. The previous person in the position gave up on this same grant.
- Trained managers to do time studies resulting in improved cost reimbursement

**PROFESSIONAL AFFILIATIONS:**

American Institute of Certified Public Accountants since 2000

Healthcare Financial Management Association since 2004

American Latino Professional in Finance and Accounting (ALPFA) -Former Member

American College of Healthcare Executives (ACHE) – Secretary/Treasurer Sandhills Chapter

Michigan Hospital Association - Formerly

**REFERENCES:**

Furnished upon request.

**Dr. Ramiro Leal, MD**

License Number: L2979, Full Medical License

Issuance Date: 12/07/2001

Specialty Certification: American Board of Obstetrics & Gynecology, 2008

Residency: University of Medicine and Dentistry of New Jersey, Newark, NJ, 1998-2001

Internship: Frankford Hospital, Temple University, Philadelphia, PA, 1997-1998

Graduate of Universidad Auto de Nuevo Leon, Monterrey, Nuevo Leon, Mexico, 1989

**Current Primary Practice Address:**

Valley Women's Care

1900 S. Jackson Road, Suite 4

McAllen, TX 78503

**Hospital Privileges:**

McAllen Medical Center, McAllen, TX

Rio Grande Regional, McAllen, TX

Doctor Hospital at Renaissance, Edinburg, TX

Edinburg Regional Medical Center, Edinburg, TX

Languages: Spanish

## **Zohra F. Siddiqi D.O.**

200 Medical Center Blvd

Suite 102

Webster, Tx 77598

### **Background**

I was born in Karachi, Pakistan. My family moved to the U.S. when I was 6 months old. I'm married with four children. I speak English and Urdu fluently. I grew up in Kansas and Texas. I love to cook and sew and playing various sports with my kids. I enjoy travelling with the family. I take pride in practicing medicine. I enjoy teaching and learning from medical students that rotate in my clinic. I have been running my own practice since 2011. I enjoy volunteering as a Girl Scouts mom.

### **Education**

Residency (Family Medicine)- Baylor College of Medicine, Family Medicine, class of 1999.

Medical School -(D.O. degree) University of Health Sciences College of Osteopathic Medicine, class of 1996.

Undergraduate - University of Kansas, B.S. Biology, graduated 1992.

### **Employment**

Currently self employed since September 15, 2011 **Webster Family Care**

2007 to September 2011 Primary Healthcare Network of South Texas

2006 to 2007 Southwest Doctors

2002 to 2006 Kelsey Seybold

2000 to 2002 Prime Staff Locums

1999 to 2000 Cornerstone Urgent Care

### **Professional Affiliations**

AAFP, ABFP, AMA, TMA, HCMS, TAFP

### **Board Certification**

ABFM(current)

### **Hospital Affiliations**

Clear Lake Regional Hospital- courtesy staff

Methodist St. John Hospital-courtesy staff

### **Teaching Experience**

Baylor College of Medicine(2011 to present) Preceptor to first year medical students.

University of Texas Medical Branch (2012 to present) Preceptor to second year PA students.

Guest Speaker at Clear Creek ISD Falcon Pass elementary school to introduce the children to family medicine.

### **Volunteer Work**

ISGH Shifa Clinic in Houston-Serving the community of Southeast Houston with low cost medical care.

**References Available upon request**

# Connie McCrary

ceo@mywisechoices.com • P.O. Box 875 • 940-577-5151  
mywisechoices.com

## Objectives

Speak Truth. Speak Life.

Provide smart business structure for freedom to minister with excellence.

## Education

Baylor University 1988-1992

University of North Texas 1992-1993

Graduated December 1993 Bachelor of Science in Sociology

## Experience

Wise Choices PRC | Decatur, Texas

CEO 2015 – Current

RWRC Inc. | Chico, Texas

CEO 2014-2015

Psalms 51 Ministries | Decatur, Texas

Founder / CEO 2009 – 2014

Heritage Inc. | Fort Worth, Texas

President / CEO 2001 - 2008

Ralph Owens Trucking Co. | Fort Worth, Texas

Vice President 1994 - 1998

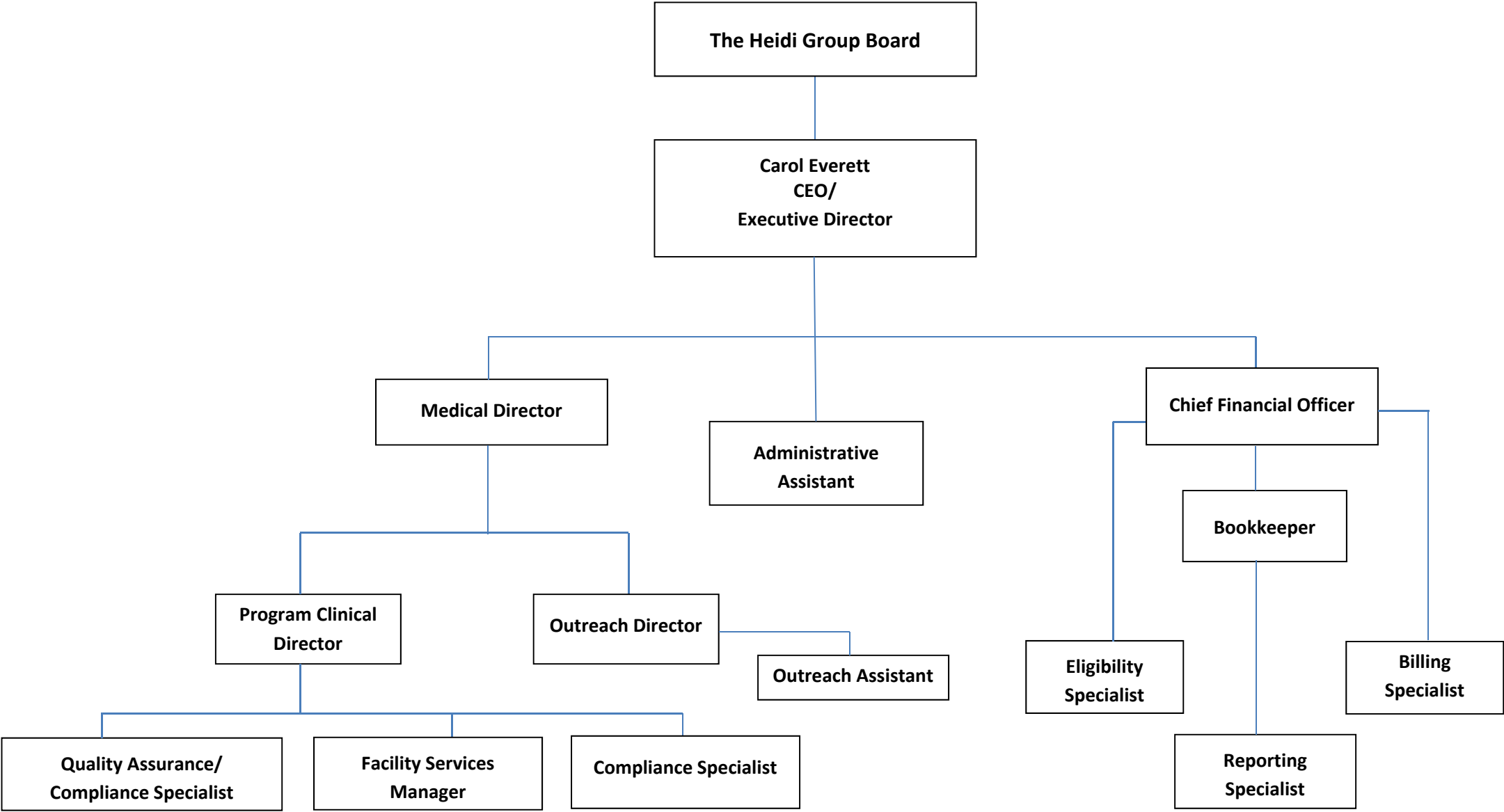
## Skills

- National Speaker
- Bible Teacher
- Pro-Life Apologist
- Business Ownership and Management



# The Heidi Group/Women's Wellness Coalition

## Organizational Chart



## CAROL EVERETT

109 South Harris, Suite 210 | Round Rock, Texas | ce@heidigroup.org | (512) 255-2088

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### EXECUTIVE MANAGER

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**Strategic Planning | Founding and Building Non-Profits | Growing Medical Practices**

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Highly qualified executive manager offering more than 25 years' experience establishing, managing, and growing medical practices and nonprofits. A results-focused and effectual leader with proven ability to develop organizations to levels of high productivity and efficiency. Talent for proactively identifying marketing trends, identifying and resolving problems, reversing negative trends, controlling costs, and maximizing productivity.

#### ***The Heidi Group: Founder and Chief Executive Officer | Round Rock, Texas | 1995-Present***

The Heidi Group was founded to build a network of non-profit women's resource centers across Texas and to date is directly responsible for establishing 60 new centers. The Heidi Group identifies and works with individuals who build committees to found local women's resource centers in unserved areas. From there, work includes putting together a board of directors, strategic planning, application for 501(c)(3) nonprofit status, fundraising, and site selection.

- Hire, develop, and train new employees in board-driven policies and procedures, training community volunteers, client recruitment and serving clients
- Strategic planning of goals and objectives of The Heidi Group and newly established nonprofits
- Direction and leadership toward achievement of the organization's mission, strategy, program efficiency and annual goals and objectives
- Organizational development and fundraising
- Oversight of marketing, promotion, delivery and quality of programs, and services
- Leadership in community relations
- Provide strategic planning assistance to Boards of Directors of other nonprofits serving at-risk females

#### ***Life Network, Inc.: Founder | 1983-1995***

Founded Life Network to assist nonprofit women's resource centers with administrative development and implementation. Responsibilities included:

- Organizational development and fundraising
- Facilitating Board of Directors strategic planning meetings to implement business, development, and marketing plans for small nonprofits
- One-on-one fundraising
- On-call consulting regarding business plans and fundraising

#### ***Dallas Women's Medical Clinic & Mesquite Women's Clinic: Executive Director | Dallas | 1980-1983***

Contracted to build the business of the day surgery clinic. Increased monthly clinic procedures from 45 per month to 545 per month. Responsibilities included supervising 31 physicians and staff, overseeing daily clinic operations, quality assurance and quality improvement, marketing, and patient recruitment.

#### ***North Dallas Women's Clinic, Dallas and Southlake Women's Clinic | Fort Worth | 1977-1980***

Served as Executive Director to manage Dallas day surgery clinic and book appointments for Dallas and Southlake clinics. Helped establish plan for future growth. Productivity more than doubled in first four months, from under 200 patients to over 400 monthly.

**FORM H: FUNDING REQUEST AND CLIENTS SERVED****Legal Business Name of  
Respondent:**The Heidi Group, DBA Women's Wellness Coalition**Funding Requests**

Funding requests must be based on the total cost of providing services and conducting activities that enhance the clinical outcomes of HTW Fee-for-Service clients. These activities may include but are not limited to:

- Assisting eligible women with enrollment into the HTW Fee-for-Service Program;
- Direct clinical care for women deemed presumptively eligible for the HTW Fee-for-Service Program;
- Staff development and training related to HTW Fee-for-Service Program service delivery; and
- Client and community based educational activities related to the HTW Fee-for-Service Program.

<b>Total Funding Request</b>	\$ 5,845,733
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**Clients Served:**

The number of clients a respondent intends to serve through the HTW Fee-for-Service Program will be used to assess, in part, the respondent's effectiveness in providing the proposed support services under the contract resulting from this RFP.

NOTE: This total must be a reasonable estimate of the number of Unduplicated Clients the respondent proposes to serve in the HTW Fee-for-Service Program.

1. **Clinical Services:** Enter the number of Unduplicated Clients respondent intends to serve in the HTW Fee-for-Service Program during the term of the contract in the table below:

**Table 1: Clinical Services**

<b>Proposed Number of Clinical Clients to be Served:</b>	67,480
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**FORM I: WORK PLAN**

<b>Program Component A</b> <b>Program Administration and Management</b>				
<b>Goals: Implement strategic plans and create calendars for each subcontractor</b>				
<b>Objectives</b>	<b>Activities</b>	<b>Measurement</b>	<b>Staff Responsible</b>	<b>Completion Date</b>
In conjunction with subcontractor clinics, facilitate strategic planning with management teams, creating individual plans and calendars for staff training and community promotions	Discuss and strategize with each subcontractor; create calendar and plan of staff development opportunities; create marketing plan and community promotion schedule	Monthly check-ins and reports to determine if subcontractors meet expectations and participate in scheduled events	Program Clinical Director	Initial discussions complete within two weeks of contract award; calendars in place within four weeks of contract award

**FORM I: WORK PLAN**

<b>Program Component B</b> <b>Quality Assurance/Quality Improvement</b>				
<b>Goals: Increase staff productivity and improve outcomes</b>				
<b>Objectives</b>	<b>Activities</b>	<b>Measurement</b>	<b>Staff Responsible</b>	<b>Completion Date</b>
Increase productivity in each office in assessing eligibility, billing, and patient care; improve patient satisfaction, accuracy in assessing eligibility, and efficiency in accessing state funds	Training for increased effectiveness for staff at all levels; put quality control measures in place	Monthly reports on clinic activities; review of patient satisfaction surveys	Reporting Specialist; individual Office Managers	Initial training in quality assurance within four weeks of contract award; standardized patient satisfaction surveys provided to all subcontractors at same time; monthly, quarterly, and end of contract reviews

**FORM I: WORK PLAN****Program Component C  
Professional Development****Goals: Increase effectiveness of staff at each contractor at every level**

<b>Objectives</b>	<b>Activities</b>	<b>Measurement</b>	<b>Staff Responsible</b>	<b>Completion Date</b>
Train and equip front office, billing, and medical staff at every subcontractor clinic to increase effectiveness at every level of care/point of service	Training sessions for front office staff on referrals and assessing clients over the phone/ in person for eligibility in HTW and other services; training for billing personnel in HTW billing and diagnosis codes; training for medical staff on new billing and diagnosis codes and referrals	Assess staff competency through evaluations and reports	Training conducted by Facility Services Manager; reports reviewed by Reporting Specialist	Initial inspection within two weeks of contract award; HTW trainings within four weeks of contract award; schedule of training in place within two weeks of contract award; monthly, quarterly, end of contract reviews

**FORM I: WORK PLAN****Program Component D  
Recruitment****Goals: Increase enrollment in HTW**

<b>Objectives</b>	<b>Activities</b>	<b>Measurement</b>	<b>Staff Responsible</b>	<b>Completion Date</b>
Increase enrollment numbers in every county within service area by creating customized outreach and marketing plans for each subcontractor	Assess each subcontractor's current HTW patient load and develop individual plan to increase by a minimum of 25% over the 14-month contract term; create TV, internet, phone, and print materials	Eligible clients served and services received, billed, and paid by state in each month of contract	THG/WWC Outreach Director and individual subcontractor community education staff	Plans in place within four weeks of contract award; monthly assessments and end of contract

**FORM I: WORK PLAN****Program Component E  
LARC Usage****Goals: Increase LARC rate of usage**

<b>Objectives</b>	<b>Activities</b>	<b>Measurement</b>	<b>Staff Responsible</b>	<b>Completion Date</b>
Increase usage of LARCs among priority population by analyzing each subcontractor's current rate of usage and helping them increase rate by 15% over the 14-month contract term	Equip with educational materials for patients	Percent of patients utilizing other contraceptive methods who switch to LARCs; overall rate of usage	Subcontractor clinic staff; THG/WWC Reporting Specialist will track each subcontractor in monthly reports	Assess monthly quarterly, and at completion of contract



## **Form I: Work Plan**

### **Program Administration and Management**

A. The Heidi Group/Women's Wellness Coalition plans to provide the following services to support 16 subcontractors at 20 clinic sites:

- Administrative support through RFP and billing process for smaller clinics and physician's offices who lack the resources to apply on their own
- Training on the Healthy Texas Women Program
- Education about other state health programs for low income clients
- Training on screening for eligibility and how to assess all programs clients are eligible for
- Community outreach strategies to help clinics recruit and enroll more patients
- Provision of written materials for use in office and in community
- Creation of standard manuals on Quality Assurance/Quality Improvement, Human Resources, Policies and Procedures, Billing, and more
- On-site and teleconference trainings on standard topics, as well as customized to meet the needs of individual clinics
- Regular audits and site inspections of all subcontractors
- Consulting expertise as needed

B. The Priority Population to be served is low income women in 62 counties. Of these counties, the Texas Department of Housing and Community Affairs classified 26 as urban and 36 as rural. The population includes women living in inner cities and outlying farming communities, racial minorities, college students, and young mothers, often single. The age range of the Priority Population is girls and women, 15-44 years old.

C. THG/WWC's infrastructure includes:

THG/WWC is governed by a board of directors. The Executive Director/CEO is charged with implementing the board's policies, procedures, and directions, as well as for strategic planning and fundraising for THG/WWC and other associated nonprofits. Support staff carries out daily operations. The CFO reviews the bookkeeper's records, outlines potential issues, and completes the Form 990. The bookkeeper handles the day-to-day accounting, including accounts payable. The data manager is responsible for donor relations.

THG/WWC will conduct an initial two-day training for subcontractor staff. THG/WWC Clinical Program Director and the Facility Services Manager will train with Policies and Procedures manuals with job descriptions for each employee. We will conduct a telephone conference for initial strategic planning, then hold meetings with Office Managers and Medical Directors to reinforce and follow up on subcontractor's policies and procedures, strategic plan, and budget. THG/WWC will request a report be completed at the end of every month by each subcontractor to track progress in meeting subcontractor's goals. Front office goals will be determined by the Office Manager and Medical Director and shared with staff.

Subcontractor protocols will be reviewed and a meeting with all subcontractor clinicians will be held to discuss the new programs and answer questions. A meeting of all employees will be held (wherever possible) to discuss programs and answer questions.

Subcontractor management teams will select one employee responsible for outreach. THG/WWC trainers will instruct outreach person as well as leave a calendar of potential opportunities for outreach. THG/WWC staff will be available to supplement outreach as necessary.

Subcontractors will have immediate access to THG/WWC staff through 800 numbers, cell phone numbers, email, and texts.

D. No subcontractor clinics are currently conducting research on individuals who receive services through any HHSC-funded programs.

E. The Heidi Group/Women's Wellness Coalition organizational chart is attached.

#### F. Job Descriptions

**Medical Director:** The Medical Director must be a licensed medical doctor in good standing with the state of Texas. The Medical Director assumes overall responsibility for clinical services by offering guidance and supervision to staff of THG/WWC and medical directors of subcontractors. The Medical Director develops and implements policies, procedures, and processes pertaining to medical services, ensuring that all clinics are in compliance with Federal, State, and Local laws. The Medical Director may assist with protocols/standing orders and is available to staff of THG/WWC and subcontractors for assistance in the delivery of quality medical care. The Medical Director monitors training programs of subcontractors to uphold the highest standard of health care, ensuring that the policies and regulations are being properly implemented and followed to successful execution.

**Clinical Program Director:** The Clinical Program Director must be a licensed registered nurse or a licensed vocational nurse in good standing with the state of Texas. This person oversees the Quality Assurance/Quality Improvement Manager, the Client Services Manager, and the Compliance Specialist. This director's overall responsibility is ensuring Quality Assurance and Quality Improvement of delivery of services through subcontractors. This person will be available to subcontractors for assistance in developing Quality Assurance/Quality Improvement policies and procedure. The Clinical Program Director must:

- Devise sampling procedures and directions for recording and reporting quality data
- Review implementation and efficiency of quality and inspection systems
- Document audits and other Quality Assurance activities
- Coordinate and support on-site subcontractor audits
- Evaluate audit results and compile statistical quality data for reporting
- Evaluate audit findings and implement appropriate corrective actions
- Identify training needs and organize training interventions to meet quality standards
- Monitor risk management activities

- Assure ongoing compliance with Quality Assurance/Quality Improvement
- Investigate complaints and non-conformance issues

The Clinical Program Director is available for subcontractor in-service training and speaking engagements.

**Eligibility Staff:** The Eligibility Clerk is responsible for reviewing and screening client applications and documents necessary to determine eligibility of a patient prior to provision of medical care. The Clerk must be familiar with necessary documents and able to interview patients. Clerks must review applications for accuracy and integrity. The Clerk is responsible for advising patients of all programs patient might access. This person must be able to handle multiple tasks and be well organized to process multiple cases. The Clerk must enter data and maintain records. If a patient does not present all necessary documents or needs additional help, the Clerk should offer assistance and direction. If a Clerk suspects fraud or false statements, they must immediately be reported to the Chief Financial Officer or Chief Executive Officer.

**Billing Specialist:** The Billing Specialist reviews coding on patient Super Bills (codes correspond to patient's procedures and diagnosis as recorded by medical team) and maintains records to ensure accuracy. This person maintains all patient financial account records and follows up on rejected/denied claims. The Specialist must have a high school diploma with up to two years' experience in the medical billing field. They must have knowledge of billing concepts and practices and be able to bill electronically.

**Clinicians:** The medical team will include medical doctors, and mid-level providers such as physician's assistants, nurse practitioners, and nurse midwives. All clinicians must be licensed and in good standing with the State of Texas. THG/WWC's Medical Director, Noreen Johnson, M. D. is Board Certified by the American Board of Obstetrics and Gynecology.

G. THG/WWC will design the budget based on the number of subcontractor clinics and the needs of each community. The number of staff hired at THG/WWC is an estimate based on the projected needs of serving our current list of # subcontractors. The budget is based on research and best estimates of costs for each element of the staff training, quality assurance, and marketing plans. It has been estimated, and will continue to be designed, in cooperation with subcontractors

THG/WWC will conduct training and continue to work closely with each subcontractor to help them implement the budgets on an individual basis.

Budget monitoring will be done monthly. THG/WWC will work with each subcontractor clinic to set monthly budget goals and provide forms for monthly reporting. We will conduct monthly calls with each clinic to see how subcontractors are meeting goals and, if they are falling short, to discuss how we might help facilitate changes. These functions will be performed primarily by the Reporting Specialist.

To ensure activities under Program Administration and Management are reasonable, achievable, and measurable, THG/WWC will set the following goals:

- Hire 12 new staff members, including a Clinical Program Director, Eligibility Clerk, and Billing Specialist
- Create implementation plan and standard policy and procedure manuals for all subcontractor clinics
- Create training calendar and community education plan for all subcontractor clinics

The first step chronologically will be to hire staff. Next, we will discuss the needs of each clinic and develop a plan. Then we will begin training and community education activities. The persons responsible for hiring will be the CEO, Carol Everett, and the Director of Programs, Becky Dean. Outreach and assessment will be performed by the Clinical Program Director and Facility Services Manager.

New staff will be in place within three to four weeks following contract award. Needs assessments will be conducted within two weeks of contract award. Community education and training will begin after July 1.

To evaluate the effectiveness of Program Administration activities, THG/WWC will:

- Offer monthly conference calls to answer questions and encourage subcontractors
- Subcontractors will submit monthly reports to track progress and analyze success. If subcontractor is not meeting established goals, adjustments will be made immediately.
- THG/WWC will conduct quarterly on-site reviews/audits of procedures and assess the number of patients successfully served, billed and payments received.
- THG/WWC will send encouragement by email and occasional telephone call.

## Quality Assurance

The Heidi Group/Women's Wellness Coalition (THG/WWC) defines Quality Assurance (QA) as the prevention of problems through planned and systematic activities including every facet of serving a patient, from the first contact until medical care is delivered, billed, and payment is received. The QA system will document the structure, responsibilities and procedures required to achieve effective quality management and delivery of services. Processes will be established to monitor services, and to identify staff responsible for ensuring that identified processes are implemented and documented including the role of the QA Committee for each subcontractor facility. The subcontractor Medical Director and QA team will internally develop activities to identify areas in need of improvement, activities to ensure correction, and follow-up to ascertain correction. Utilization of client satisfaction surveys will be a major part of the system to identify and monitor adverse outcomes. These will be given to every patient at every encounter.

Processes for identifying performance and outcome measures will be delivered by THG/WWC training. Each subcontractor Medical Director will develop protocols and Standing Order Delegation for that facility. THG/WWC will ensure all contractors adhere to the local, state, and federal laws including but not limited to HIPPA and OSHA. THG/WWC will strive to promote and protect the health, safety, and well-being of both employees and patients by providing responsive, independent assessments and monitoring of services through respectful relationships. THG/WWC goals will be process driven, pro-active, with staff functions clearly defined and problems quickly identified and improved. Audits will define process selection of tools and trainings.

THG/WWC QA Team will be supervised by the Medical Director, who must be a licensed Texas physician in good standing. In addition to the Medical Director, THG/WWC QA Team will consist of the Clinical Program Director (an RN or LVN), the Quality Assurance Specialist (at least a certified medical technician), the Facility Services Manager, and the Compliance Specialist (a medical technician or equivalent). Trainings will be provided by members of the QA Team including but not limited to the Clinical Program Director, QA/Quality Improvement Manager, and one QA/Quality Improvement (QA/QI) Specialist. The Chief Executive Officer (Executive Director) of the program may participate as well.

Each subcontractor will develop a QA Committee consisting of the Medical Director, key medical providers, nursing staff, medical technician/lab tech, and office manager to hold monthly QA meetings to address issues, adverse reports, and correction plans. Two members of the Committee will follow-up on an adverse report to determine correction. This team will assure ongoing excellence in the quality and safety of care and services delivered.

THG/WWC will utilize the S.M.A.R.T plan to assure the quality of medical services by evaluating performance against a standard of specified requirements for providers. S.M.A.R.T. objectives are aimed at continuously improving effectiveness in providing overall patient centered health care.

S – Specific

M – Measurable

A – Achievable  
R – Realistic  
T – Time Oriented

THG/WWC will establish SPECIFIC, well-defined goals for program delivery. The Medical Director of each subcontractor is responsible for the level of quality and safety at the clinic. The QA/QI Committee prepares periodic reports developed through QA activities.

Goals will be evaluated and MEASURED for effectiveness. Program progress measurements allow QA Committees to measure various areas of the project, managers and teams including front office, medical and billing. Obstacles are identified as well as methods to avoid negative outcomes and improve on identified issues. The measurement process defines how the programs flow.

THG/WWC and each subcontractor – external and internal teams – along with key personnel must agree that goals established by the measurement phase are REALISTIC. Risks and opportunities for improvement should be identified to determine potential changes in the measuring phase.

It is imperative to establish TIME based goals that are achievable. As we define our timeline for the fourteen month contract period, we will plan to measure and track success and achieve unilateral agreement with subcontractors on how to measure success. Clear definition of stages to reach attainable goals is imperative for successful program implementation.

Proposed Timeline in Chronological Order:

Initial visit to assess clinics, accomplished as soon as contract is awarded  
Develop materials specific to each subcontractor within two weeks of contract award  
Training within two weeks of material development  
Begin quarterly audits after trainings are complete

Though S.M.A.R.T, THG/WWC will implement the following steps of development:

- Learn
- Plan
- Define
- Build
- Launch
- Review
- Assess
- Improve

THG/WWC management team will define (Learn) the scope of practice for the front office, social workers, and the medical team while establishing points for analysis and management of the programs to assure productivity, profitability, effective work-place efficiency, job satisfaction, employee morale, and continuous productivity as well as ways to improve delivery

of services. Communication with front office staff, billing staff, and medical teams are vital to the success of the program. Billing personnel will be trained to post, bill electronically, track payments, resolve patient billing complaints, follow-up denied and rejected claims. Communication/team building will be established through training and ongoing staff meetings to communicate the importance of service delivery and every legal requirement. Establishing quality policy and objectives provide the team directions and open the door for regular management reviews. THG/WWC will ensure that required referral resources are provided including leadership tools to facilitate process and employment reviews.

THG/WWC initial training will establish a QA implementation team PLAN to identify key processes and involve employees to open the door for ongoing communication. Subcontractors will be trained to conduct their own internal QA activities of medical services and front office procedures with the Medical Director and office manager in the lead. Employee participation will allow for open management review.

Subcontractor Medical Directors will review patient charts and entries by the medical assistant, practitioners, and ancillary service providers weekly. Monthly, the supervising physician will review 25% of patient charts. The supervising physician will report potential areas for improvement to the QA Committee. The QA Committee gathers, analyzes, and reports feedback to the Medical Director and QA Committee monthly. The QA Committee utilizes adverse outcome reports to develop improvement measures and change protocols if necessary.

BUILDing the QA manual will include developing the mandatory procedures, operational procedures, and auditing tools. Compliance goals will match with performance standards to serve as benchmarks for audits. THG/WWC QA trainers will select and train internal auditors in each subcontractor office with the goal of internal management review of processes.

The LAUNCH will include THG/WWC two-day on-site subcontractor staff training in the system, implementing policies and procedures of the program, the QA system, auditing the QA system, and management review.

Following training, THG/WWC staff will REVIEW by beginning the process of on-site auditing on a quarterly basis until systems are well established and then move to an unannounced annual audits. This will facilitate refinement of the system and the opportunity to implement system changes if necessary. Internal management review will enhance THG/WWC audits.

The ASSESS portion of THG/WWC QA program will include an initial on-site audit prior to training to access procedures. Training will correct non-conformance procedures and allow corrective actions. On-site quarterly audits will continue assessment until the program is implemented to THG/WWC QA standards.

Patients will be given an anonymous client satisfaction survey at each visit. Patient Satisfaction Forms will be placed strategically around each facility to enable anonymous reporting. Subcontractor management teams will immediately address any concerns or complaints.

THG/WWC QA System will document protocols, policy and procedures for front office, billing and medical team with job descriptions for each staff member, and details of what and how medical records are stored (locked cabinets). Management will be interviewed for commitment to programs and QA commitments. THG/WWC team will provide resources for areas of need. THG/WWC team will be on-call 24 hours a day for assistance or support as indicated.



## **Professional Development**

Currently, subcontractor clinics vary greatly in their approach to professional development. Some do very little and all staff development is provided by the overseeing physician. Others provide training for all staff when they're hired in addition to quarterly training for all personnel. Some clinics provide specific training on eligibility and billing, while others do not but would like to offer these opportunities. Some clinics utilize an annual review process and client surveys to determine needs for future professional development opportunities.

A. The Heidi Group/Women's Wellness Coalition (THG/WWC) will conduct surveys of each subcontractor clinic to determine the greatest area of need for professional development for each individual facility. THG/WWC will begin by providing an initial training to all clinics on the Healthy Texas Women Program to ensure they understand eligibility requirements and covered services. Training will cover how eligibility is determined, the enrollment process, how billing and reimbursement work, and will clearly define the clinic's role in eligibility and enrollment.

Following the initial evaluation and the initial training, quarterly reviews/audits will be performed at all clinics to determine ongoing needs. At each review/audit, one of the Quality Assurance/Compliance Specialists of THG/WWC will review 25 percent of each clinic's patient charts and surveys to assess potential topics for future trainings.

Subcontractor Medical Teams will be encouraged to attend DSHS trainings for:

- Family Planning Guidelines for Programs
- Clinical Conference
- Medical Billing Practices
- Community Awareness Strategies

THG/WWC will hold an initial two-day training and additional trainings quarterly at the time of the quarterly audits on-site at all subcontractor clinics. THG/WWC will offer a list of other organizations and companies for on-site subcontractor trainings. For instance, Stericycle will be suggested for training on hazardous waste and blood borne pathogen training. Pharmaceutical companies may be utilized for training on LARCs.

In addition, THG/WWC will provide professional development in the following areas:

- Basics of the Healthy Texas Women Program, including eligibility criteria, covered services, and enrollment process
- Other state health programs
- Medical billing in state programs
- Records storage and patient privacy, HIPAA, and OSHA
- Technology security
- Serving diverse client populations
- Recognizing abuse
- Customer service for the patient
- Website and social media expectations

- Internal auditor training

B. Front office staff will be trained in control of documents, internal audits, and control of non-conforming issues, corrective actions and preventative actions. As previously mentioned, billing clerks will be trained in proper billing techniques. Medical teams will be trained in QA procedures including chart recording, complication reporting, drug storage, sterilization techniques, and examination. Every employee will be trained in local, state, and federal laws including HIPPA and OSHA standards. Employees will be encouraged to view their role as vital to the overall productivity of the subcontractor.

Professional development will be done quarterly at all subcontractor clinics. THG/WWC will assist in scheduling and providing these as necessary, as well as in locating online training opportunities and informing clinics of all state trainings.

THG/WWC will provide materials to all clinics to be given to new employees when they are first hired. These will cover:

- Facility Policies and Procedures with a personal specific job description
- Details of the Program with specific attention to scheduling an appointment for a potential program patient

For the THG/WWC, the Clinical Program Director will be in charge of attending HHSC required trainings. This person will also communicate these training opportunities to subcontractor clinics and maintain a list of facility contacts for overseeing the training at that clinic.

To ensure these activities are reasonable, achievable, and measurable, THG/WWC will set a goal of four trainings per clinic per year. We will ensure twice a year trainings on LARCs, once a year on all methods of birth control and contraceptives, diabetes control, and balanced diets. We will ensure monthly teleconference opportunities are provided, at least twelve per year. THG/WWC will develop a standard list of topics for use by each clinic as well as a database of state trainings, online options, and a speakers' bureau. Clinic in-service training calendars will be checked at each audit to ensure goals are being met.

The first chronological step will be to provide all clinics with the basic training on the Healthy Texas Women Program. Next, we will conduct an assessment of the subcontractor clinics to determine which professional development topics are most needed. Finally we will develop the schedule and plan for future training.

At THG/WWC, the Quality Assurance/Compliance Specialist will be responsible for assessing clinics' needs and determining which trainings are provided. The Facility Service Manager will be responsible for ensuring clinics follow the schedule and meet annual goals.

Initial facility inspection will occur two weeks following contract award. Basic trainings on the Healthy Texas Women Program will be provided no later than four weeks following contract award. We will complete our evaluation of additional training needs by the initial facility

inspection. The schedule of 2016 trainings will be in place within two weeks following contract award.

THG/WWC will train facility staff on each form of outreach and advertising that is being performed to recruit new clients so staff will be prepared callers with questions. Positive talking points will be prepared and customized to each facility to prepare telephone and website personnel.

To evaluate the success of professional development, THG/WWC will conduct pre- and post-training assessments of clinic employees. We will also conduct surveys of office managers and medical directors of subcontractor clinics for feedback on the effectiveness of trainings on office management and operation. THG/WWC will also compare available patient surveys before and after trainings if the comments address the areas of the training.

**Recruitment**

Currently, subcontractor clinics are engaged in a wide range of outreach, in-reach, and education activities. Most participate in local health fairs, advertising their services and providing health screenings to the public. Many are also active on local high school, community college, and university campuses, providing health education programs, birth control classes, campus health fairs, and working with medical schools to advertise women's health programs. Some of our subcontractor clinics supply written materials at community locations, such as schools, grocery stores, women's shelters, non-profit organizations, WIC offices, and YMCAs. Other outreach strategies include social media campaigns, signage and billboards throughout the service area, newspaper, radio, and television ads. A few of our subcontractor clinics rely almost entirely on their web presence and word of mouth advertising to locate new clients.

Current in-reach activities include brochures and flyers in the office, videos in the reception room, and direct communication with office staff.

The Heidi Group/Women's Wellness Coalition (THG/WWC) intends to take the strategies that have been successful for subcontractor clinics and provide support and materials so the outreach, in-reach, and educational activities are accomplished in every county in our service area.

THG/WWC will work with subcontractor clinics to ensure all current and past clients are contacted and informed of the Healthy Texas Women Program, and other state programs, to assess the patient's eligibility for services. We will also ensure all clinics have a web and/or social media presence, and work with each clinic on search engine optimization and Google key word advertising for paid search ads. THG/WWC will also provide social media consulting and resources for subcontractors, offering customized posts twice weekly. For interested subcontractors, we will consult and assist with Twitter advertising as well.

THG/WWC website will include a searchable zip code directory so potential patients can locate the nearest provider. For all advertising and promotional materials, we will establish an 800 number that will directly connect the caller to the nearest clinic. The 800 number bills will assist in analyzing effectiveness of each method of outreach. The 800 bill will show which subcontractor the caller was directed to and the length of the call which will allow THG/WWC, in cooperation with the subcontractor, to determine how many calls were received and how many ended with an eligible patient, served and billed.

THG/WWC has identified health fairs in each county of our service area and will work with subcontractors to ensure they have a presence at these fairs, providing materials and manpower as needed if clinics lack sufficient staff.

THG/WWC intends to record public service announcements in English and Spanish, two 15-second and two 30-second, for television and radio for PSAs in all served counties. PSAs often air at odd, non-peak times, which studies show is often when our target population is watching television.

THG/WWC will print and provide signs and brochures for distribution throughout each subcontractor's community with information on the Healthy Texas Women Program with customized subcontractor clinic information. One common brochure will be created, with customized stickers added with the contact information of the nearest subcontractor clinic. Promotional materials will be provided to various locations around the community, such as Goodwill, Salvation Army, women's centers, WIC offices, and school campuses. Printed materials will also include door hangers. THG/WWC will work with volunteers and community service groups to distribute door hangers to neighborhoods with high percentages of patients in the target population.

THG/WWC will provide evaluation cards to current patients along with materials they can pass on to others to encourage word-of-mouth referrals.

In some areas, THG/WWC will research the effectiveness of large-scale advertising such as billboards, bus ads, and ads in other public places. THG/WWC will distribute information about local Healthy Texas Women providers to college, trade school, and university campuses as well as include the same information in coupon books and campus newspapers.

In-reach to current patients will be accomplished through written materials and interactions with clinic staff. All current patients will be contacted and assessed for eligibility for HTW and other state programs. Staff will also discuss with patients other programs for which they may be eligible.

For interested clinics, health education videos may be provided for waiting room televisions.

For education, subcontractor clinics who are already engaged in speaking at local schools, classes, community programs, and health fairs will be encouraged to continue. THG/WWC will assist with possible expansion of existing plans. For those not engaged in community education activities, THG/WWC will work to develop a plan and locate opportunities, and provide speakers if needed.

To ensure recruitment activities are reasonable, achievable, and measurable, during the 14-month contract period, the goal will be to provide written materials for each clinic, identify at least one health fair for each clinic to participate in, update the web presence of each clinic, film and record four PSAs (two of 15 seconds and 30 seconds in both English and Spanish), and identify which additional methods of outreach and in-reach will be most effective in each county.

The chronological sequence will begin with assessing current activities and most effective strategies, filming and recording the PSAs, updating web presences, and printing all necessary materials.

At THG/WWC, the primary person responsible for these activities will be the Outreach Director. This person will be in charge of coordinating activities for all subcontractors, working as necessary with subcontractor office managers, office staff, eligibility staff, and/or medical teams engaged in community education.

THG/WWC plans to complete preliminary assessments and have plans for each subcontractor clinic in place four weeks after contract award. Websites will be evaluated and updated by the start date of the contract, July 1, 2016. Local health fairs have been identified in FORM M of this application. PSAs will be recorded within four weeks after contract award.

To evaluate each activity, THG/WWC will provide surveys and telephone flip charts to each subcontractor clinic that include the question "How did you hear about us?" to assess the most effective methods of outreach. THG/WWC's 800 direct connect telephone bill will facilitate recruitment effectiveness. We will also track the number of Healthy Texas Women clients each clinic sees before and after outreach activities and assess the increase. Clinics will be asked to track existing clients' utilization of Healthy Texas Women services and number of visits per year.

THG/WWC will provide or assist each subcontractor with the following recruitment plan:

- Website with correct information (establish if necessary)
- Facebook account (THG/WWC will assist with posts twice weekly)
- Twitter posts if physician or clinic so desires
- Public Service Announcements (PSAs) – Television and Radio (Production of 15- and 30-second commercials in English and Spanish); PSA's air free at odd times which is when our target market is watching
- 800 number with direct connect to facility nearest the caller will be used on all advertising
- Brochures (one customized and one common with stick-on labels for each facility)
- University/College campuses (coupon books, campus newspapers)
- Door hangers in appropriate areas near each clinic or physician
- Booths in area and state fairs and other community events
- Evaluation cards with encouragement to refer friends
- Correct information on 211 number

During training, THG/WWC will provide each subcontractor clinic or physician with the following materials:

- Policies and procedures for best practices of serving patients under these programs including: Quality Assurance protocols, emergency policies and procedures, guidance for interpreter and language translation, financial management systems/billing direction
- Instructions for:
  - booking first appointment with a list of the information necessary to assess for eligibility
  - determining source of referral
  - suggested standing orders/protocols
  - master of patient evaluation forms and super bill
- Flip book for placement near each in-coming telephone with a list of necessary documents patients must provide to meet and prove eligibility requirements
- Assessment materials to determine eligibility

- Brochures
- Billing instructions
- Door hangers
- Master Evaluation Card with encouragement for referrals
- Each subcontractor already has a referral network in place with local physicians and/or hospital. THG/WWC will evaluate and assist in expanding if necessary. Additional referral resources will include:
  - CHIP and other state programs to assist families
  - Child Support Services
  - Local free child care
  - Abuse reporting – Child Protective Services/Abused Women Shelters
  - Medicaid
  - Mobile mammogram services for the local area
- Lists of potential opportunities for community education

In addition, THG/WWC intends to pursue providing services to the colonias in the Rio Grande Valley. We continue to investigate potential subcontractors already providing services, but if this is not feasible, THG/WWC will purchase mobile units to provide services.

**Long-Acting Reversible Contraceptive (LARC) Usage**

A. Currently, subcontractor clinics vary greatly in the LARCs offered. Some clinics provide all major options, including IUDs and subdermal implants, while others do not provide any on-site and refer for all LARCs. Mirena is the most widely supplied option. All subcontractor clinics discuss LARCs as part of contraceptive counseling and provide information on the option, even if provision of the LARCs is by referral.

Some clinics utilize videos in the waiting room to advertise and promote LARC options. Many have printed materials for patient education.

Some subcontractor clinics provide substantial professional development opportunities, including speakers, training courses, and continuing education classes. Some invite representatives from LARC pharmaceutical companies to the office to provide in-service training and information. THG/WWC will encourage this at all sites.

B. The Heidi Group/Women's Wellness Coalition (THG/WWC) will encourage all subcontractor clinics to offer at least one LARC at their clinic. Clinics that do not currently provide LARCs on-site already have referral networks in their communities, but THG/WWC will review to ensure all patients of these clinics have other LARC options. To educate clients about LARCs, THG/WWC will ensure all subcontractor clinics have the latest literature on all LARC options. These will be displayed in waiting rooms, and provided to patients in all family planning encounters. THG/WWC will train subcontractor staff to discuss future contraceptive methods with prenatal patients with special emphasis on LARCs.

C. THG/WWC will ensure that each clinic has on-site professional development opportunities at least twice a year for all clinics that provide LARCs on-site. We will utilize representatives from LARC companies, as well as webinars from the American Congress of Obstetricians and Gynecologists. We will also discuss reimbursement rates with each clinic that provides LARCs, and those that currently refer for all. A primary concern expressed by many subcontractor clinics is that reimbursement rates for LARCs are too low and the clinics lose money when they are provided. THG/WWC will discuss options with each clinic to determine how they can increase provision of LARCS with minimal negative financial impact. We will also ensure each clinic has written materials available for all community outreach and education activities.

To ensure these activities are reasonable, achievable, and measurable, THG/WWC will include LARC training twice annually with each subcontractor clinic and supply all clinics with written materials. During the 14-month contract period, THG/WWC will also consult individually with each clinic to discuss a plan for how that clinic currently handles LARCs, and how they might start or increase usage.

The first step chronologically will be to determine current usage rates and numbers for each clinic. THG/WWC will then assess the strategy for each, provide written materials, and schedule trainings.



The Outreach Director at THG/WWC will be responsible for increasing LARC usage, in cooperation with the health practitioners at each subcontractor clinic responsible for deciding on which LARC options are available at that site.

Initial assessments will be completed prior to program implementation on July 1 so all clinics have written materials available on that date. LARC information will be included in the initial training. One additional training opportunity for each clinic will be identified and/or scheduled before December 31, 2016.

To evaluate the effectiveness of these activities, THG/WWC will monitor usage rates and numbers at each clinic before July 1, and every six months after that. We will also monitor the number of patients who switch from another method of birth control, or who use a LARC for the first time. Client assessment surveys may be amended to include a question about what factors influenced a patient to select a LARC as her method of contraception so THG/WWC can better analyze how to increase LARC usage.

**FORM J: ASSESSMENT NARRATIVE****Legal Business Name  
of Respondent:**The Heidi Group, DBA Women's Wellness Coalition

**Complete the Table under Part A, and address each of the assessment activities under Part B (see ASSESSMENT NARRATIVE GUIDELINES). Please keep responses to a maximum of three (3) pages including this page and two more.**

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**Part A**

Multiple data sources and assessments exist for many communities. Respondent is encouraged to utilize these resources when completing this form. In the table below, list the source of assessment data used and the dates of the assessments used.

<b>Source of Assessment Data</b>	<b>Date of Each Assessment Source</b>
United State Census Bureau	2014, 2015
CDC Community Health Profile	2015
U.S. Bureau of Labor Statistics	February, 2016
Robert Wood Johnson County Health Rankings	2016

**Part B**

The Heidi Group/Women's Wellness Coalition plans to serve 62 of counties in six health regions through a network of 20 subcontractor clinics. The counties in our service area range from highly urban (such as Dallas County) to extremely rural West Texas. We plan to serve ten counties with a population of over 500,000, and 28 counties with a population under 20,000.

As Texas, these counties vary greatly in general demographics and socioeconomic status. Some closely match the state average in ethnic and age breakdown, while some have higher minority populations. Many have higher than average rates of persons under 65 without health insurance, and many fall above the state average for unemployment rate and persons living in poverty.

Based on CDC rankings, many counties in our service area receive a "Worse" ranking (least favorable quartile compared to similar counties) on factors such as STD rates, teen births, preterm births, routine pap tests, access to primary care providers, and overall adult health. The priority population includes the low income women in these 62 counties. The county-wide average of persons under 65 without insurance is 26%, above the state average of 21.3%

Many of these counties have few to no providers of free care for low income women, and a majority are designated as whole or partially medically underserved. Barriers to care in addition to lack of providers include inability to pay and long driving distances. We will address these issues by helping our 20 clinic sites expand services and recruit new patients, ensuring women are informed of the programs available to them, and continuing to add providers to our network moving forward.

## [OVERVIEW OF COUNTY DEMOGRAPHICS]

County	Population	Pop/sq. mile	Female %	African American	American Indian	Asian	2 or more races	Hispanic	White	Age: under 18/65 and older	Median household income	Per capita income	Persons in poverty %	Unemploy-ment rate	Under 65 w/o insurance	% w Poor or Fair Health	Access to primary care
TX Average	27,469,114	96.3	50.4	12.5	1.0	4.5	1.8	38.6	43.5	26.4/11.5	\$52,576	\$26,513	17.2	4.4	21.3	20	
Armstrong	1,947	2.1	51.2	1.7	0.8	0.2	1.3	8.4	87.8	23.4/21.4	\$61,250	\$27,199	11.0	2.4	27.7	11	Worse
Bastrop	80,527	83.5	49.1	8.0	1.7	1.0	2.0	35.0	55.0	25.5/11.5	\$53,382	\$23,605	14.7	3.5	27.1	18	Moderate
Bexar	1,897,753	1,383	50.8	8.3	1.2	2.9	2.2	59.3	29.2	26.2/11.3	\$50,867	\$24,525	18.3	3.5	23.1	20	Worse
Blanco	11,004	14.8	49.6	1.1	0.7	0.5	1.3	18.8	78.2	19.2/22.4	\$51,740	\$28,113	12.0	2.9	28.6	14	Moderate
Brazos	215,037	332.8	49.3	11.4	0.4	5.6	1.8	24.8	57.2	20.5/8.3	\$39,060	\$22,243	26.4	3.2	21.8	20	Moderate
Briscoe	1,505	1.8	50.5	2.9	0.2	0.1	1.9	27.7	67.8	21.8/23.9	\$36,696	\$22,197	16.7	4.1	39.3	19	Better
Burleson	17,460	26.1	50.3	13.1	1.1	0.3	1.5	20.1	65.4	22.7/19.2	\$49,533	\$23,233	16.2	4.3	27.9	16	Worse
Burnet	45,463	43.0	51.1	2.4	0.7	0.6	1.4	21.9	73.8	21.6/21.1	\$50,712	\$25,757	14.0	3.5	27.2	16	Moderate
Carson	5,969	6.7	50.3	2.6	1.1	0.5	1.7	10.0	86.0	25.2/17.1	\$63,424	\$27,062	8.6	3.3	19.6	12	Worse
Castro	7,656	9.0	49.0	2.6	1.6	0.5	1.0	62.7	34.1	30.4/14.0	\$40,470	\$22,198	19.4	3.0	37.0	26	Moderate
Childress	7,088	10.1	41.0	10.1	0.7	0.8	1.4	29.5	58.5	20.9/15.3	\$48,682	\$20,982	22.0	3.0	21.0	18	Better
Collin	914,127	930.0	50.9	9.6	0.7	12.9	2.5	15.1	60.4	27.2/9.7	\$84,233	\$38,575	7.0	3.3	16.2	11	Moderate
Collingsworth	3,044	3.3	51.1	5.9	2.5	0.5	2.0	32.4	59.8	28.3/17.5	\$42,798	\$21,594	19.3	3.4	35.7	21	Worse
Dallam	7,121	4.5	48.5	2.0	1.9	0.9	1.9	42.9	52.6	32.0/8.7	\$41,105	\$20,528	12.4	2.1	33.7	20	Better
Dallas	2,553,385	2,718	50.7	23.1	1.1	1.1	1.7	39.3	31.1	26.9/9.7	\$49,925	\$27,195	19.3	3.8	29.4	21	Worse
Deaf Smith	18,952	12.9	50.4	2.0	1.7	0.6	1.0	70.6	27.0	31.9/11.9	\$42,995	\$17,855	19.2	3.1	29.3	26	Worse
Denton	780,612	754.3	50.8	9.6	0.9	7.7	2.5	19.0	61.7	26.1/8.7	\$74,622	\$34,528	8.7	3.2	17.3	13	Moderate
Donley	3,499	4.0	51.5	5.1	0.7	0.4	1.4	10.9	81.8	19.7/23.3	\$40,719	\$21,264	19.4	4.2	29.7	15	Moderate
Ellis	163,632	159.9	50.6	9.7	0.8	0.7	1.7	25.1	63.4	27.0/11.9	\$61,898	\$25,924	11.0	3.6	22.3	16	Moderate
Galveston	322,225	769.9	50.6	13.6	0.8	3.4	1.9	23.7	58.1	24.7/12.8	\$61,744	\$31,030	14.3	4.8	19.9	16	Better
Gray	23,210	24.3	47.5	5.2	1.4	0.7	2.1	27.1	65.4	25.7/15.3	\$45,179	\$22,285	14.2	6.4	25.3	17	Moderate
Grimes	27,512	33.8	45.5	16.5	0.9	0.7	1.5	22.8	59.1	22.0/16.0	\$46,652	\$20,858	18.6	5.6	27.4	19	Moderate
Hall	3,183	3.8	51.2	7.5	1.5	0.4	1.1	34.4	57.5	23.6/23.6	\$33,205	\$14,688	24.5	5.3	37.4	23	Better
Hansford	5,610	6.1	49.3	1.0	1.7	0.3	0.9	45.4	52.7	29.0/14.5	\$46,181	\$23,631	12.7	3.1	27.7	19	Moderate
Harris	4,538,028	2,402	50.2	19.5	1.1	7.0	1.7	41.8	31.4	27.1/9.2	\$53,822	\$28,454	17.3	4.7	27.5	20	Worse
Hartley	6,193	4.1	38.3	7.5	0.7	0.7	0.9	26.3	64.6	22.6/14.6	\$65,132	\$23,563	10.5	2.0	23.8	14	Worse
Hays	194,739	231.7	50.2	4.1	1.2	1.5	2.0	37.0	56.2	23.6/10.0	\$58,878	\$27,080	17.5	3.2	21.3	18	Moderate
Hemphill	4,264	4.2	49.2	0.7	1.2	0.8	0.9	32.3	65.0	31.6/12.5	\$58,281	\$29,473	8.9	3.8	24.9	16	Better
Hidalgo	842,304	493.2	51.2	0.9	0.5	1.1	0.4	91.2	7.1	33.6/10.4	\$34,952	\$14,525	33.5	7.5	38.2	30	Worse
Hutchinson	21,734	25.0	50.0	3.0	2.1	0.6	2.2	22.3	71.4	26.4/14.7	\$47,191	\$24,231	13.9	4.8	23.2	16	Moderate
Johnson	159,990	208.3	50.0	3.2	1.0	0.9	1.7	20.0	74.0	26.4/13.2	\$58,221	\$24,787	13.3	4.2	24.2	15	Moderate

## [OVERVIEW OF COUNTY DEMOGRAPHICS]

# FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS

Legal Business Name of  
Respondent:

The Heidi Group / Women's Wellness Coalition

Clinic Site # 1 of 20 Brazos Medical Associates

Appropriate signage to identify funded entity?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Space for clinical and administrative staff?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Locked storage for charts, records, medications and medical supplies?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Proper disposal for medical waste?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
CLIA certification for level of tests performed?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Handicap-accessible clinic sites that are geographically close to target population?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate emergency policies/procedures and supplies as applicable?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate use of interpreter services and language translation (including resources for both)?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Compliance with ADA requirements?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Financial management systems including secure data storage?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

# FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS

Legal Business Name of  
Respondent:

The Heidi Group/Women's Wellness Coalition

Clinic Site #

2 of 20

Cheng Chien Song MD

Appropriate signage to identify funded entity?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Space for clinical and administrative staff?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Locked storage for charts, records, medications and medical supplies?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Proper disposal for medical waste?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
CLIA certification for level of tests performed?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Handicap-accessible clinic sites that are geographically close to target population?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate emergency policies/procedures and supplies as applicable?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate use of interpreter services and language translation (including resources for both)?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Compliance with ADA requirements?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Financial management systems including secure data storage?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

## FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS

**Legal Business Name of  
Respondent:**

The Heidi Group / Women's Wellness Coalition

**Clinic Site #**    3 of 20

Appropriate signage to identify funded entity?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Space for clinical and administrative staff?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Locked storage for charts, records, medications and medical supplies?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Proper disposal for medical waste?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
CLIA certification for level of tests performed?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Handicap-accessible clinic sites that are geographically close to target population?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Appropriate emergency policies/procedures and supplies as applicable?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Appropriate use of interpreter services and language translation (including resources for both)?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Compliance with ADA requirements?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Financial management systems including secure data storage?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>

## FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS

**Legal Business Name of Respondent:**

The Heidi Group / Women's Wellness Coalition

**Clinic Site #** 4 of 20

Community Wellness Clinic Family Planning Clinic

Appropriate signage to identify funded entity?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Space for clinical and administrative staff?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Locked storage for charts, records, medications and medical supplies?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Proper disposal for medical waste?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
CLIA certification for level of tests performed?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Handicap-accessible clinic sites that are geographically close to target population?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Appropriate emergency policies/procedures and supplies as applicable?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Appropriate use of interpreter services and language translation (including resources for both)?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Compliance with ADA requirements?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Financial management systems including secure data storage?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>



## FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS

**Legal Business Name of Respondent:**

The Heidi Group / Women's Wellness Coalition

**Clinic Site #** 5 of 20

Dr. Eliud Acevedo MD

Appropriate signage to identify funded entity?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Space for clinical and administrative staff?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Locked storage for charts, records, medications and medical supplies?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Proper disposal for medical waste?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
CLIA certification for level of tests performed?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Handicap-accessible clinic sites that are geographically close to target population?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Appropriate emergency policies/procedures and supplies as applicable?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Appropriate use of interpreter services and language translation (including resources for both)?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Compliance with ADA requirements?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Financial management systems including secure data storage?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>

# FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS

Legal Business Name of  
Respondent:

The Heidi Group / Womens Wellness Coalition

Clinic Site # 6 of 20

Health 4 U

Appropriate signage to identify funded entity?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Space for clinical and administrative staff?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Locked storage for charts, records, medications and medical supplies?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Proper disposal for medical waste?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
CLIA certification for level of tests performed?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Handicap-accessible clinic sites that are geographically close to target population?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate emergency policies/procedures and supplies as applicable?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate use of interpreter services and language translation (including resources for both)?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Compliance with ADA requirements?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Financial management systems including secure data storage?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

# FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS

Legal Business Name of Respondent:

The Heidi Group/ Women's Wellness Coalition

Clinic Site #

7 of 20

Health 4 U Clinic

Appropriate signage to identify funded entity?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Space for clinical and administrative staff?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Locked storage for charts, records, medications and medical supplies?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Proper disposal for medical waste?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
CLIA certification for level of tests performed?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Handicap-accessible clinic sites that are geographically close to target population?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate emergency policies/procedures and supplies as applicable?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate use of interpreter services and language translation (including resources for both)?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Compliance with ADA requirements?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Financial management systems including secure data storage?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

## FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS

**Legal Business Name of  
Respondent:**

The Heidi Group / Women's Wellness Coalition

**Clinic Site #** 8 **of** 20 **Health Now Practice**

Appropriate signage to identify funded entity?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Space for clinical and administrative staff?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Locked storage for charts, records, medications and medical supplies?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Proper disposal for medical waste?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
CLIA certification for level of tests performed?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Handicap-accessible clinic sites that are geographically close to target population?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Appropriate emergency policies/procedures and supplies as applicable?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Appropriate use of interpreter services and language translation (including resources for both)?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Compliance with ADA requirements?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Financial management systems including secure data storage?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>

# FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS

Legal Business Name of Respondent:

*The Heidi Group / Women's Wellness Coalition*

Clinic Site # 9 of 20

*Hillside Family Health Clinic PA*

Appropriate signage to identify funded entity?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Space for clinical and administrative staff?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Locked storage for charts, records, medications and medical supplies?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Proper disposal for medical waste?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
CLIA certification for level of tests performed?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Handicap-accessible clinic sites that are geographically close to target population? 8	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate emergency policies/procedures and supplies as applicable?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate use of interpreter services and language translation (including resources for both)?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Compliance with ADA requirements?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Financial management systems including secure data storage?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

# FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS

Legal Business Name of  
Respondent:

The Heidi Group/Women's Wellness Coalition

Clinic Site # 10 of 20

Life Choices Medical Clinic

Appropriate signage to identify funded entity?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Space for clinical and administrative staff?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Locked storage for charts, records, medications and medical supplies?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Proper disposal for medical waste?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
CLIA certification for level of tests performed?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Handicap-accessible clinic sites that are geographically close to target population?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate emergency policies/procedures and supplies as applicable?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate use of interpreter services and language translation (including resources for both)?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Compliance with ADA requirements?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Financial management systems including secure data storage?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

## FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS

Legal Business Name of  
Respondent:

The Heidi Group/Women's Wellness Coalition

Clinic Site # 11 of 20 Clinica Bethesda Corp. Pflugervill OB/GYN

Appropriate signage to identify funded entity?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Space for clinical and administrative staff?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Locked storage for charts, records, medications and medical supplies?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Proper disposal for medical waste?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
CLIA certification for level of tests performed?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Handicap-accessible clinic sites that are geographically close to target population?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate emergency policies/procedures and supplies as applicable?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate use of interpreter services and language translation (including resources for both)?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Compliance with ADA requirements?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Financial management systems including secure data storage?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

# FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS

Legal Business Name of Respondent:

The Heidi Group/ Women's Wellness Coalition

Clinic Site # 12 of 20

Tenison Women Health Center

Appropriate signage to identify funded entity?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Space for clinical and administrative staff?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Locked storage for charts, records, medications and medical supplies?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Proper disposal for medical waste?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
CLIA certification for level of tests performed?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Handicap-accessible clinic sites that are geographically close to target population?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate emergency policies/procedures and supplies as applicable?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate use of interpreter services and language translation (including resources for both)?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Compliance with ADA requirements?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Financial management systems including secure data storage?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No



# FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS

Legal Business Name of Respondent:

The Heidi Group/Women's Wellness Coalition

Clinic Site # 13 of 20

Tenison Women Health Center

Appropriate signage to identify funded entity?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Space for clinical and administrative staff?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Locked storage for charts, records, medications and medical supplies?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Proper disposal for medical waste?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
CLIA certification for level of tests performed?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Handicap-accessible clinic sites that are geographically close to target population?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate emergency policies/procedures and supplies as applicable?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate use of interpreter services and language translation (including resources for both)?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Compliance with ADA requirements?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Financial management systems including secure data storage?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

# FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS

Legal Business Name of Respondent:

The Heidi Group/Women's Wellness Coalition

Clinic Site # 14 of 20

Tenison Women Health Center

Appropriate signage to identify funded entity?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Space for clinical and administrative staff?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Locked storage for charts, records, medications and medical supplies?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Proper disposal for medical waste?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
CLIA certification for level of tests performed?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Handicap-accessible clinic sites that are geographically close to target population?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate emergency policies/procedures and supplies as applicable?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate use of interpreter services and language translation (including resources for both)?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Compliance with ADA requirements?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Financial management systems including secure data storage?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

# FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS

Legal Business Name of  
Respondent:

The Heidi Group/Women's Wellness Coalition

Clinic Site # 15 of 20

Treat Now Family Clinic

Appropriate signage to identify funded entity?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Space for clinical and administrative staff?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Locked storage for charts, records, medications and medical supplies?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Proper disposal for medical waste?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
CLIA certification for level of tests performed?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Handicap-accessible clinic sites that are geographically close to target population?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate emergency policies/procedures and supplies as applicable?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate use of interpreter services and language translation (including resources for both)?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Compliance with ADA requirements?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Financial management systems including secure data storage?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

# FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS

Legal Business Name of Respondent:

The Heidi Group / Women's Wellness Coalition

Clinic Site # 16 of 20

Treat Now Family Clinic

Appropriate signage to identify funded entity?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Space for clinical and administrative staff?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Locked storage for charts, records, medications and medical supplies?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Proper disposal for medical waste?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
CLIA certification for level of tests performed?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Handicap-accessible clinic sites that are geographically close to target population?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate emergency policies/procedures and supplies as applicable?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate use of interpreter services and language translation (including resources for both)?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Compliance with ADA requirements?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Financial management systems including secure data storage?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

## FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS

**Legal Business Name of Respondent:**

The Heidi Group / Women's Wellness Coalition

**Clinic Site #** 17 of 20

Tyler Family Circle of Care

Appropriate signage to identify funded entity?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Space for clinical and administrative staff?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Locked storage for charts, records, medications and medical supplies?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Proper disposal for medical waste?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
CLIA certification for level of tests performed?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Handicap-accessible clinic sites that are geographically close to target population?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Appropriate emergency policies/procedures and supplies as applicable?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Appropriate use of interpreter services and language translation (including resources for both)?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Compliance with ADA requirements?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Financial management systems including secure data storage?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>

## FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS

**Legal Business Name of Respondent:**

The Heidi Group / Women's Wellness Coalition

**Clinic Site #** 18 of 20

Valley Women's Care PLLC

Appropriate signage to identify funded entity?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Space for clinical and administrative staff?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Locked storage for charts, records, medications and medical supplies?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Proper disposal for medical waste?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
CLIA certification for level of tests performed?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Handicap-accessible clinic sites that are geographically close to target population?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate emergency policies/procedures and supplies as applicable?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate use of interpreter services and language translation (including resources for both)?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Compliance with ADA requirements?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Financial management systems including secure data storage?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

# FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS

Legal Business Name of  
Respondent:

*The Heidi Group/Women's Wellness Coalition*

Clinic Site # 19 of 20

*Webster Family Care*

Appropriate signage to identify funded entity?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Space for clinical and administrative staff?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Locked storage for charts, records, medications and medical supplies?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Proper disposal for medical waste?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
CLIA certification for level of tests performed?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Handicap-accessible clinic sites that are geographically close to target population?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate emergency policies/procedures and supplies as applicable?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate use of interpreter services and language translation (including resources for both)?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Compliance with ADA requirements?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Financial management systems including secure data storage?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

## FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS

Legal Business Name of  
Respondent:

The Heidi Group / Women's Wellness Coalition

Clinic Site # 20 of 20 Wise Choices Pregnancy Resource Center

Appropriate signage to identify funded entity?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Space for clinical and administrative staff?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Locked storage for charts, records, medications and medical supplies?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Proper disposal for medical waste?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
CLIA certification for level of tests performed?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Handicap-accessible clinic sites that are geographically close to target population?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate emergency policies/procedures and supplies as applicable?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate use of interpreter services and language translation (including resources for both)?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Compliance with ADA requirements?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Financial management systems including secure data storage?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No



# FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES

Legal Business Name of Respondent:

The Heidi Group / Women's Wellness Coalition

Clinic Site # 1 of 20

**CLINIC SITE INFORMATION:** Complete this form for EACH clinic site that will provide HTW services funded under this RFP.

All information must be accurate.\*

Clinic Name:	Brazos Medical Associates		
Street Address:	4112 E. 29th Street	Suite:	
City:	Bryan	County:	Brazos Zip Code: 77802 HSR:
Clinic APPOINTMENT Phone #:	979-764-4043		
Clinic PRIMARY Phone #:	979-764-4043	Fax:	979-694-2175
Service Area (counties to be served):	Brazos, Robertson, Grimes, Burleson, Madison, Washington, Milam, Leon		
Contact Person:	Dr. Noreen Johnson		
Pharmacy License #:	N/A	Class:	N/A
TPI#:	P.08877428 (personal)	NPI#:	1346603685 (clinic) 1700801214 (Dr Johnson)
Submission date of Medicaid Application:	4/4/16 for Clinic TPI		
Subcontractor Site:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
Mobile Site:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	

## CLINIC HOURS

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
MONDAY	8	12	1:30	5:pm		
TUESDAY	8	12	1:30	5		
WEDNESDAY	8	12	1:30	5		
THURSDAY	8	12	1:30	5		
FRIDAY	8	12				
SATURDAY						
SUNDAY						
TOTAL HRS/MONTH	144 hrs/mo					

# FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES

Legal Business Name of Respondent:

The Heidi Group / Women's Wellness Coalition

Clinic Site # 2 of 20

**CLINIC SITE INFORMATION:** Complete this form for EACH clinic site that will provide HTW services funded under this RFP.

All information must be accurate.\*

Clinic Name:	<u>Cheng Chien SONG MD</u>		
Street Address:	<u>1001 12th Ave</u>	Suite:	<u>154</u>
City:	<u>Fort Worth</u>	County:	<u>TARRANT</u> Zip Code: <u>76104</u> HSR:
Clinic APPOINTMENT Phone #:	<u>817 810 9999</u>		
Clinic PRIMARY Phone #:	<u>817-810-9999</u>	Fax:	<u>817-810-9998</u>
Service Area (counties to be served):	<u>TARRANT</u>		
Contact Person:	<u>Cheng Chien SONG MD</u>		
Pharmacy License #:	<u>142010</u>	Class:	<u>Medical</u>
TPI#:	<u>096-441-302</u>	NPI#:	<u>166-943-1094</u>
Submission date of Medicaid Application:	<u>6/1/1996</u>		
Subcontractor Site:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
Mobile Site:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	

## CLINIC HOURS

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
MONDAY	8:30	12	1	5		
TUESDAY	8:30	12	1	5		
WEDNESDAY	8:30	12	1	5		
THURSDAY	8:30	12	1	5		
FRIDAY	8:30	12	1	5		
SATURDAY						
SUNDAY						
TOTAL HRS/MONTH	<u>80</u>		<u>80</u>			

## FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES

**Legal Business Name of Respondent:**

The Heidi Group / Women's Wellness Coalition

**Clinic Site #**    3 of 20

**CLINIC SITE INFORMATION:** Complete this form for EACH clinic site that will provide HTW services funded under this RFP.

**All information must be accurate.\***

Clinic Name: Christy Scoggins Family Clinic			
Street Address: 1712 Hwy 1431 W		Suite : B	
City: Marble Falls	County: Burnet	Zip Code: 78654	HSR:
Clinic APPOINTMENT Phone #: (830) 637-7761			
Clinic PRIMARY Phone #: (830) 637-7761		Fax: (830) 637-7760	
Service Area (counties to be served): Burnet, Llano, Blanco			
Contact Person: Christy Scoggins			
Pharmacy License #:		Class:	
TPI#:		NPI#: 1760477632	
Submission date of Medicaid Application:			
Subcontractor Site: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Mobile Site: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

### CLINIC HOURS

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
MONDAY	8	12	1	5		
TUESDAY	8	12	1	5		
WEDNESDAY	8	12	1	5		
THURSDAY	8	12	1	5		
FRIDAY	8	12	1	5		
SATURDAY						
SUNDAY						
TOTAL HRS/MONTH	80		80			

# FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES

Legal Business Name of  
Respondent:

The Heidi Group / Women's Wellness Coalition

Clinic Site # 4 of 20

CLINIC SITE INFORMATION: Complete this form for EACH clinic site that will provide HTW services funded under this RFP.

All information must be accurate.\*

Clinic Name: <u>Community Wellness Clinic Family Planning Services Clinic</u>	
Street Address: <u>201 ENTERPRISE Row</u>	Suite: <u>12</u>
City: <u>CONROE</u>	County: <u>MONTGOMERY</u> Zip Code: <u>77301</u> HSR:
Clinic APPOINTMENT Phone #: <u>936 760 2784</u>	
Clinic PRIMARY Phone #: <u>936 760 2784</u> Fax: <u>936 760 1950</u>	
Service Area (counties to be served): <u>MONTGOMERY</u>	
Contact Person: <u>KERRY GREGORY</u>	
Pharmacy License #: <u>N/A</u>	Class: <u>N/A</u>
TPI#: <u>N/A</u>	NPI#: <u>1902269715</u>
Submission date of Medicaid Application: <u>APRIL 11, 2016</u>	
Subcontractor Site: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Mobile Site: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

## CLINIC HOURS

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
MONDAY	0800			1630		
TUESDAY	0800			1630		
WEDNESDAY	0800			1630		
THURSDAY	0800			1630		
FRIDAY	—			—		
SATURDAY	—			—		
SUNDAY	—			—		
TOTAL HRS/MONTH			136			

## FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES

**Legal Business Name of Respondent:**

The Heidi Group / Women's Wellness Coalition

**Clinic Site #**    5   of   20        Dr. Eliud Acevedo, MD

**CLINIC SITE INFORMATION:** Complete this form for EACH clinic site that will provide HTW services funded under this RFP.

**All information must be accurate.\***

Clinic Name: Dr. Eliud Acevedo, MD			
Street Address: 1405 Jacaman Rd		Suite : 101	
City: Laredo	County: Webb	Zip Code: 78041	HSR:
Clinic APPOINTMENT Phone #: (956) 725-1777			
Clinic PRIMARY Phone #: (956) 725-1777		Fax: (956) 725-6510	
Service Area (counties to be served):        Webb			
Contact Person: Heidy Champagne			
Pharmacy License #: J2437		Class: Physician Full Permit	
TPI#: 168996001		NPI#: 1609881044	
Submission date of Medicaid Application:			
Subcontractor Site: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Mobile Site: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

### CLINIC HOURS

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
MONDAY	9	1	2	5	5	6
TUESDAY	9	1	2	5	5	6
WEDNESDAY	9	1	2	5	5	6
THURSDAY	9	12	1	5	5	6
FRIDAY						
SATURDAY						
SUNDAY						
TOTAL HRS/MONTH	15		13		4	

## FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES

**Legal Business Name of Respondent:**

The Heidi Group / Women's Wellness Coalition

**Clinic Site #**     6 of 20

**CLINIC SITE INFORMATION:** Complete this form for EACH clinic site that will provide HTW services funded under this RFP.

**All information must be accurate.\***

Clinic Name:	Health 4U Clinic					
Street Address:	3825 Yucca Ave				Suite :	129
City:	Fort Worth	County:	Tarrant	Zip Code:	76111	HSR:
Clinic APPOINTMENT Phone #: (817) 759-2273						
Clinic PRIMARY Phone #: (817) 759-2273				Fax: (817) 759-2276		
Service Area <i>(counties to be served):</i> Collin, Dallas, Denton, Tarrant						
Contact Person: April Tolbert						
Pharmacy License #:			Class:			
TPI#:			NPI#: 1073821500			
Submission date of Medicaid Application:						
Subcontractor Site: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No						
Mobile Site: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No						

### CLINIC HOURS

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
MONDAY	9:00	12:00	12:00	5:00		
TUESDAY	9:00	12:00	12:00	5:00		
WEDNESDAY	9:00	12:00	12:00	5:00		
THURSDAY	9:00	12:00	12:00	5:00	5:00	7:00
FRIDAY	9:00	12:00	12:00	5:00		
SATURDAY	9:00	12:00	12:00	2:00		
SUNDAY						
TOTAL HRS/MONTH	72		120		8	

## FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES

**Legal Business Name of Respondent:**

The Heidi Group / Women's Wellness Coalition

**Clinic Site #**    7    of    20

**CLINIC SITE INFORMATION:** Complete this form for EACH clinic site that will provide HTW services funded under this RFP.

**All information must be accurate.\***

Clinic Name:	Health 4U Clinic				
Street Address:	1321 E Pioneer Pkwy				Suite : 
City:	Arlington	County:	Tarrant	Zip Code:	76010      HSR:
Clinic APPOINTMENT Phone #: (817) 759-2273					
Clinic PRIMARY Phone #: (817) 759-2273			Fax: (817) 759-2276		
Service Area (counties to be served):	Collin, Dallas, Denton, Tarrant				
Contact Person: April Tolbert					
Pharmacy License #:			Class:		
TPI#:			NPI#: 1073821500		
Submission date of Medicaid Application:					
Subcontractor Site: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
Mobile Site: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					

### CLINIC HOURS

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
MONDAY	9:00	12:00	12:00	5:00		
TUESDAY	9:00	12:00	12:00	5:00		
WEDNESDAY	9:00	12:00	12:00	5:00		
THURSDAY	9:00	12:00	12:00	5:00	5:00	7:00
FRIDAY	9:00	12:00	12:00	5:00		
SATURDAY	9:00	12:00	12:00	2:00		
SUNDAY						
TOTAL HRS/MONTH	72		120		8	

## FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES

**Legal Business Name of Respondent:**

The Heidi Group / Women's Wellness Coalition

**Clinic Site #**     8 of 20

**CLINIC SITE INFORMATION:** Complete this form for EACH clinic site that will provide HTW services funded under this RFP.

**All information must be accurate.\***

Clinic Name:	Health Now Family Practice				
Street Address:	1700 N Hampton Rd			Suite :	105
City:	Desoto	County:	Dallas	Zip Code:	75115     HSR:
Clinic APPOINTMENT Phone #: (972) 228-6602					
Clinic PRIMARY Phone #: (972) 228-6602			Fax: (972) 228-6619		
Service Area (counties to be served):     Dallas, Ellis, Tarrant					
Contact Person: Esther Ashu					
Pharmacy License #:			Class:		
TPI#: 342658701			NPI#: 1922142181		
Submission date of Medicaid Application:					
Subcontractor Site: <input type="checkbox"/> Yes <input type="checkbox"/> No					
Mobile Site: <input type="checkbox"/> Yes <input type="checkbox"/> No					

### CLINIC HOURS

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
MONDAY	9	11	1	5		
TUESDAY	9	11	1	5		
WEDNESDAY	9	11	1	5		
THURSDAY	9	11	1	5		
FRIDAY	9	11	1	5		
SATURDAY	9	11	1	5		
SUNDAY	9	11	1	5		
TOTAL HRS/MONTH	56		112			



# FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES

Legal Business Name of

Respondent:

Hillside Family Health Clinic PA

Clinic Site # 9 of 20

CLINIC SITE INFORMATION: Complete this form for EACH clinic site that will provide HTW services funded under this RFP.

All information must be accurate.\*

Clinic Name: Hillside Family Health Clinic PA			
Street Address: 7130 Bell Street			Suite
City: Amarillo	County: Randall	Zip Code: 79109	HSR:
Clinic APPOINTMENT Phone #: 806-373-4010			
Clinic PRIMARY Phone #: 806-373-4010		Fax: 806-331-6373	
Service Area (counties to be served):	Dallam, Sherman, Hanford, Ochiltree, Liscomb, Hemphill, Roberts, Hutchinson, Hartly, Moore, Oldham, Potter, Carson, Gray, Wheeler, Collinsworth, Donley, Armstrong, Randall, Deafsmith, Parmer, Castro Swisher, Brisco, Hall, Childress		
Text Contact Person: Jan Schmitkons			
Pharmacy License #:		Class:	
TPI#: 288982601		NPI#: 105364472	
Submission date of Medicaid Application:			
Subcontractor Site:		Yes	<input checked="" type="checkbox"/> No
Mobile Site:		Yes	<input checked="" type="checkbox"/> No

## CLINIC HOURS

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
MONDAY	8	12	1	6		
TUESDAY	8	12	1	6		
WEDNESDAY	8	12	1	5	5	8
THURSDAY	8	12	1	5	5	8
FRIDAY	8	12	1	5	5	8
SATURDAY						
SUNDAY						
TOTAL HRS/MONTH	88		95		36	

# FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES

Legal Business Name of Respondent:

The Heidi Group / Women's Wellness Coalition

Clinic Site # 10 of 20

**CLINIC SITE INFORMATION:** Complete this form for EACH clinic site that will provide HTW services funded under this RFP.

All information must be accurate.\*

Clinic Name: <u>Life Choices Medical Clinic</u>	
Street Address: <u>3234 Northwestern</u>	Suite: <u>8</u>
City: <u>San Antonio</u> County: <u>Bexar</u> Zip Code: <u>78238</u> HSR: <u>8</u>	
Clinic APPOINTMENT Phone #: <u>210-543-7200</u>	
Clinic PRIMARY Phone #: <u>210-543-7200</u> Fax: <u>210-647-9825</u>	
Service Area (counties to be served): <u>Bexar</u>	
Contact Person: <u>Charity Farrar</u>	
Pharmacy License #:	Class:
TPI#:	NPI#: <u>1871966135</u>
Submission date of Medicaid Application: <u>2-29-2016</u>	
Subcontractor Site: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Mobile Site: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

## CLINIC HOURS

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
MONDAY			12			8
TUESDAY	10					6
WEDNESDAY	10					6
THURSDAY			12			8
FRIDAY	10			2		
SATURDAY						
SUNDAY						
TOTAL HRS/MONTH	170					

# FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES

Legal Business Name of Respondent:

The Heidi Group / Women's Wellness Coalition

Clinic Site # 11 of 20

**CLINIC SITE INFORMATION:** Complete this form for EACH clinic site that will provide HTW services funded under this RFP.

**All information must be accurate.\***

Clinic Name: Clinica Betesda Corp. Pflugerville OBGYN	
Street Address: 1100 Grand Avenue Parkway Suite 106	Suite : 106
City: Pflugerville	County: Travis Zip Code: 78660 HSR:
Clinic APPOINTMENT Phone #: 512 579-7249	
Clinic PRIMARY Phone #: 512 579-7249 Fax: 512 772-5934	
Service Area (counties to be served): Travis, Williamson, Bastrop, Hay, Lee	
Contact Person: Maria E Gutierrez	
Pharmacy License #:	Class:
TPI#: 352746	NPI#: 1154715977
Submission date of Medicaid Application:	
Subcontractor Site: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Mobile Site: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

## CLINIC HOURS

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
MONDAY	9:00	1:00pm	2:00pm	5:00		
TUESDAY	9:00	1:00	2:00pm	5:00		
WEDNESDAY	9:00	1:00pm	2:00pm	5:00		
THURSDAY	9:00	1:00pm	2:00pm	5:00pm		
FRIDAY	9:00am to 1:00pm 2:00pm to 5:00pm					
SATURDAY	8:00am	1:00pm	2:00pm	5:00pm	every other saturday.	
SUNDAY						
TOTAL HRS/MONTH					256	

# FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES

Legal Business Name of Respondent:

The Heidi Group/Women's Wellness Coalition

Clinic Site # 12 of 20

**CLINIC SITE INFORMATION:** Complete this form for EACH clinic site that will provide HTW services funded under this RFP.

All information must be accurate.\*

Clinic Name: <u>Tenison Women's Health Center</u>	
Street Address: <u>5505 Broadway Blvd</u>	Suite: <u>B</u>
City: <u>Garland</u> County: <u>Dallas</u> Zip Code: <u>75043</u>	HSR:
Clinic APPOINTMENT Phone #: <u>214-703-6527</u>	
Clinic PRIMARY Phone #: <u>214-703-6527</u> Fax: <u>214-703-6514</u>	
Service Area (counties to be served): <u>Dallas</u>	
Contact Person: <u>Sherry Tenison</u>	
Pharmacy License #:	Class:
TPI#: <u>156721602</u>	NPI#: <u>1265462865</u>
Submission date of Medicaid Application:	
Subcontractor Site: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Mobile Site: <input type="checkbox"/> Yes <input type="checkbox"/> No	

## CLINIC HOURS

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
MONDAY	9	1	2	5	5	6
TUESDAY	9	1	2	5		
WEDNESDAY	9	1	2	5		
THURSDAY	9	1	2	5		
FRIDAY	9	1				
SATURDAY	9	1				
SUNDAY						
TOTAL HRS/MONTH	96		48		4/148	

# FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES

Legal Business Name of Respondent:

The Heidi Group/Women's Wellness Coalition

Clinic Site # 13 of 20

**CLINIC SITE INFORMATION:** Complete this form for EACH clinic site that will provide HTW services funded under this RFP.

All information must be accurate.\*

Clinic Name: <u>Tenison Women Health Center</u>	
Street Address: <u>617 W Moore Ave</u>	Suite: <u>B</u>
City: <u>Terrell</u>	County: <u>Kaufman</u> Zip Code: <u>75160</u> HSR:
Clinic APPOINTMENT Phone #: <u>972-563-8100</u>	
Clinic PRIMARY Phone #: <u>972-563-8100</u> Fax: <u>972-563-2684</u>	
Service Area (counties to be served): <u>Kaufman, Rockwall</u>	
Contact Person: <u>Sherry Tenison</u>	
Pharmacy License #:	Class:
TPI#: <u>156721602</u>	NPI#: <u>1265462865</u>
Submission date of Medicaid Application:	
Subcontractor Site:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Mobile Site:	<input type="checkbox"/> Yes <input type="checkbox"/> No

## CLINIC HOURS

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
MONDAY	9	1				
TUESDAY	9	1				
WEDNESDAY						
THURSDAY	9	1				
FRIDAY	9	1				
SATURDAY						
SUNDAY						
TOTAL HRS/MONTH	16 w		64 m.			

# FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES

Legal Business Name of Respondent:

The Heidi Group/Women's Wellness Coalition

Clinic Site # 14 of 20

**CLINIC SITE INFORMATION:** Complete this form for EACH clinic site that will provide HTW services funded under this RFP.

All information must be accurate.\*

Clinic Name: <u>Women's Health Care Center</u>	
Street Address: <u>2914 S Buckner</u>	Suite: <u>B</u>
City: <u>Dallas</u>	County: <u>Dallas</u> Zip Code: <u>75227</u> HSR:
Clinic APPOINTMENT Phone #: <u>214-275-5256</u>	
Clinic PRIMARY Phone #: <u>214-275-5256</u> Fax: <u>214-275-5284</u>	
Service Area (counties to be served): <u>Dallas, Collin</u>	
Contact Person: <u>Sherry Tenison</u>	
Pharmacy License #:	Class:
TPI#: <u>156721606</u>	NPI#: <u>1265462865</u>
Submission date of Medicaid Application:	
Subcontractor Site: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Mobile Site: <input type="checkbox"/> Yes <input type="checkbox"/> No	

## CLINIC HOURS

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
MONDAY						
TUESDAY	9	1	2	5		
WEDNESDAY						
THURSDAY						
FRIDAY			2	5		
SATURDAY						
SUNDAY						
TOTAL HRS/MONTH	10 w		40 m			

# FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES

Legal Business Name of Respondent:

The Heidi Group/Women's Wellness Coalition

Clinic Site # 15 of 20

**CLINIC SITE INFORMATION:** Complete this form for EACH clinic site that will provide HTW services funded under this RFP.

All information must be accurate.\*

Clinic Name:	<u>Treat Now family clinic</u>		
Street Address:	<u>2916 Craft Street #60</u>	Suite:	
City:	<u>Arlington</u>	County:	<u>Tarrant</u> Zip Code: <u>76010</u> HSR:
Clinic APPOINTMENT Phone #:	<u>817 633 3400</u>		
Clinic PRIMARY Phone #:	<u>817 633 3400</u>	Fax:	<u>817 633 3401</u>
Service Area (counties to be served):	<u>Dallas Ellis Tarrant</u>		
Contact Person:	<u>Owen O'Connor</u>		
Pharmacy License #:	<u>N/A</u>	Class:	<u>N/A</u>
TPI#:	<u>319895401</u>	NPI#:	<u>1225373244</u>
Submission date of Medicaid Application:	<u>1/8/2013</u>		
Subcontractor Site:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
Mobile Site:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	

## CLINIC HOURS

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
MONDAY	9	1	2	5	5	6
TUESDAY	9	1	2	5	5	6
WEDNESDAY	9	1	2	5	5	6
THURSDAY	9	1	2	5	5	6
FRIDAY	9	1	2	5	5	6
SATURDAY	-	-	-	-	-	-
SUNDAY	-	-	-	-	-	-
TOTAL HRS/MONTH	80		60		20	

# FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES

Legal Business Name of Respondent:

The Heidi Group / Women's Wellness Coalition

Clinic Site # 16 of 20

**CLINIC SITE INFORMATION:** Complete this form for EACH clinic site that will provide HTW services funded under this RFP.

All information must be accurate.\*

Clinic Name:	<u>Treat Now family clinic</u>		
Street Address:	<u>108 A SW 6th Ave</u>	Suite:	
City:	<u>Mineral Wells</u>	County:	<u>Palo Pinto</u> Zip Code: <u>76067</u> HSR:
Clinic APPOINTMENT Phone #:	<u>940 468 4061</u>		
Clinic PRIMARY Phone #:	<u>940 468 4061</u> Fax: <u>940 468 4063</u>		
Service Area (counties to be served):	<u>Palo Pinto County</u> <u>Parker County</u>		
Contact Person:	<u>Owen O'Connor</u>		
Pharmacy License #:	<u>N/A</u>	Class:	<u>N/A</u>
TPI#:	<u>319895401</u>	NPI#:	<u>1225373244</u>
Submission date of Medicaid Application:	<u>11/8/2013</u>		
Subcontractor Site:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
Mobile Site:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	

## CLINIC HOURS

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
MONDAY	10	1	2	5	5	6
TUESDAY	10	1	2	5	5	6
WEDNESDAY	10	1	2	5	5	6
THURSDAY	10	1	2	5	5	6
FRIDAY	10	1	2	5	5	6
SATURDAY	-	-	-	-	-	-
SUNDAY	-	-	-	-	-	-
TOTAL HRS/MONTH	60		60		20	



## FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES

**Legal Business Name of Respondent:**

The Heidi Group / Women's Wellness Coalition

**Clinic Site #** 17 of 20

**CLINIC SITE INFORMATION:** Complete this form for EACH clinic site that will provide HTW services funded under this RFP.

**All information must be accurate.\***

Clinic Name:	Tyler Family Circle of Care				
Street Address:	928 N Glenwood Blvd			Suite :	
City:	Tyler	County:	Smith	Zip Code:	75702 HSR:
Clinic APPOINTMENT Phone #: (903) 535-9041					
Clinic PRIMARY Phone #: (903) 535-9041			Fax: (903) 533-0726		
Service Area (counties to be served):	Smith, Van Zandt				
Contact Person: Mary Thomason					
Pharmacy License #:		28868	Class:		D
TPI#:		311152801	NPI#:		1144575820
Submission date of Medicaid Application:					
Subcontractor Site:		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No		
Mobile Site:		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No		

### CLINIC HOURS

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
MONDAY	7:45/8	12	12	5	5	6
TUESDAY	7:45/8	12	12	5	5	6
WEDNESDAY	7:45/8	12	12	5	5	6
THURSDAY	7:45/8	12	12	5	5	6
FRIDAY	7:45/8	12	12	5	5	6
SATURDAY						
SUNDAY						
TOTAL HRS/MONTH	Text					

## FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES

**Legal Business Name of Respondent:**

The Heidi Group / Women's Wellness Coalition

**Clinic Site #** 18 of 20

**CLINIC SITE INFORMATION:** Complete this form for EACH clinic site that will provide HTW services funded under this RFP.

**All information must be accurate.\***

Clinic Name:	Valley Women's Care PLLC				
Street Address:	1900 S Jackson Rd			Suite :	4
City:	McAllen	County:	Hidalgo	Zip Code:	78503
Clinic APPOINTMENT Phone #:				(956) 971-9930	
Clinic PRIMARY Phone #:				(956) 971-9930	
Fax:				(956) 971-9934	
Service Area (counties to be served):	Hidalgo				
Contact Person:	Ana Leal				
Pharmacy License #:			Class:		
TPI#:	188673101		NPI#:	1578684726	
Submission date of Medicaid Application:					
Subcontractor Site:		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No		
Mobile Site:		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No		

### CLINIC HOURS

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
MONDAY	8			5		
TUESDAY	8			5		
WEDNESDAY	8			5		
THURSDAY	8			5		
FRIDAY	8			5		
SATURDAY						
SUNDAY						
TOTAL HRS/MONTH	180					

## FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES

**Legal Business Name of Respondent:**

The Heidi Group / Women's Wellness Coalition

**Clinic Site #** 19 **of** 20

**CLINIC SITE INFORMATION:** Complete this form for EACH clinic site that will provide HTW services funded under this RFP.

**All information must be accurate.\***

Clinic Name:	Webster Family Care				
Street Address:	200 Medical Center Blvd			Suite :	102
City:	Webster	County:	Harris	Zip Code:	77598
Clinic APPOINTMENT Phone #:				(281) 724-1271	
Clinic PRIMARY Phone #:			(281) 724-1271		
Fax:			(281) 724-1272		
Service Area (counties to be served):	Harris				
Contact Person: Zohra Siddiqi DO					
Pharmacy License #:		Class:			
TPI#: 150543006		NPI#: 1952372252			
Submission date of Medicaid Application:					
Subcontractor Site:		<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> No	
Mobile Site:		<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> No	

### CLINIC HOURS

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
MONDAY	8	12	1	5		
TUESDAY	8	12	1	5		
WEDNESDAY	8	12	1	5		
THURSDAY	8	12	1	5		
FRIDAY	8	12	1	5		
SATURDAY						
SUNDAY						
TOTAL HRS/MONTH	80		80			

# FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES

Legal Business Name of  
Respondent:

The Heidi Group / Women's Wellness Coalition

Clinic Site # 20 of 20

**CLINIC SITE INFORMATION:** Complete this form for EACH clinic site that will provide HTW services funded under this RFP.

All information must be accurate.\*

Clinic Name: <u>WISE CHOICES PREGNANCY RESOURCE CENTER</u>	
Street Address: <u>604 N. TRINITY</u>	Suite: <u>:</u>
City: <u>DECATUR</u> County: <u>WISE</u> Zip Code: <u>76234</u> HSR: <u>2/3</u>	
Clinic APPOINTMENT Phone #: <u>940-627-6924</u>	
Clinic PRIMARY Phone #: <u>940-627-6924</u> Fax: <u>940-627-0793</u>	
Service Area (counties to be served): <u>WISE</u>	
Contact Person: <u>CONNIE MCCRARY</u>	
Pharmacy License #:	Class:
TPI#:	NPI#: <u>4/19/16</u> <u>1801240593</u>
Submission date of Medicaid Application:	
Subcontractor Site: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Mobile Site: <input type="checkbox"/> Yes <input type="checkbox"/> No	

## CLINIC HOURS

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
MONDAY	9AM			5PM		
TUESDAY	9AM			5PM		
WEDNESDAY						
THURSDAY	9AM			5PM		
FRIDAY						
SATURDAY						
SUNDAY						
TOTAL HRS/MONTH					104	

### **Form L: Staff Development Plan**

The Heidi Group/Women's Wellness Coalition (THG/WWC) understands the quality of care essential to all successful health care providers is structured and focused with ongoing planning for all positions. Regulatory issues and changing laws/rules, interpretations, and HTW services require documentation and training. Comprehensive staff development plans provide justification for recruitment while allocating resources in a cost-effective and efficient manner. THG/WWC Board is in the process of reviewing strategic plans, policies, and procedures and developing a multifaceted approach recognizing the needs of THG/WWC and its subcontractors with an anticipated completion date of May 16. THG/WWC Board along with the Medical Director will develop the outline for training of THG/WWC employees who will then train subcontractor employees for individual job descriptions. All staff will be trained to deliver the highest standards of medical care and business practices. Upon award of the contract, a far more detailed staff development plan will be set out and printed in the policies and procedures manual for THG/WWC and for each subcontractor.

1. The first step is assessment of the primary and secondary systems to be served; THG/WWC and subcontractors present two clearly defined structures.

THG/WWC Medical Director (licensed physician) and Program Clinic Director (licensed RN) will develop the medical policies and procedures, protocols, and quality assurance standards. The Executive Director (25 years of medical office management) and Chief Financial Officer (CPA) will develop the front office, coding, billing, accounting systems, and patient record standards for subcontractors and HTW services. Eligibility standards will be detailed on telephone flip charts and scheduling forms by each subcontractor telephone. The Quality Assurance/Compliance Specialist (an LVN or medical technician with two years of medical office experience) will train subcontractor medical staff during initial on-site two-day training. The Facility Services Manager (a medical technician with two years' experience) may assist with trainings.

THG/WWC staff includes the:

- Medical Director, a licensed Texas physician
- Executive Director, with 25 years of building and managing medical clinics
- Program Clinical Director, a Registered Nurse
- Outreach Director, minimum of two years' medical office experience
- Quality Assurance/Compliance Specialists (two), LVN or medical technician with two years' experience
- Facility Services Manager, two years' medical office experience
- Compliance Specialist, a medical technician with two years' office experience

2. Eligibility staff (licensed social worker or minimum of two years' medical front office experience) will be trained in needs assessments as well as the HTW program requirements during the initial two-day training. Eligibility requirements will be clearly detailed in flip charts and appointment information forms to facilitate eligibility assessment. Eligibility staff will also

maintain potential referral information. Eligibility staff will assess patient for other programs she may qualify for.

Billing staff (minimum of two years' medical billing experience) will be trained in the following:

- ICF-10 and CPT coding books
- Certification-aligned study guides
- Certified Billing and Coding
- Time management guides
- Control of patient accounts
- Billing codes for HTW
- Handling rejected/denied claims

3. Training needs assessments will be conducted prior to the initial two-day training and continue quarterly until programs are well established. Audits will be conducted annually after programs are established. Cooperation between subcontractor Medical Directors, Office Managers, and THG/WWC Quality Assurance/Compliance Specialist or Facilities Services Manager will create the individual subcontractor staff development plan. Following trainings, subcontractor staff will complete personal evaluations of work plans to tie into quality management reviews. THG/WWC will quarterly audit document control, front office, and back office, and assess the need for additional training. Quarterly audits will reveal deficiencies or areas that need improvement. THG/WWC will implement corrective actions.

4. THG/WWC will develop policies and procedures for each subcontractor for annual staff performance reviews. Subcontractor medical directors will evaluate medical staff, and office managers will review front office staff including billing. THG/WWC quarterly audits will review staff performance reviews. THG/WWC's LARC training will be twofold: THG/WWC will provide LARC training at the initial subcontractor training and encourage scheduling or schedule LARC representatives for on-site in-service training. If the subcontractor refers for LARCs, THG/WWC will review the referral list.

5. THG/WWC will provide one-on-one training with billing specialists during the initial two-day training, with special attention to the new billing and diagnosis codes under Healthy Texas Women. We will also provide the overview of Healthy Texas Women at that time, as well as encourage all subcontractors to attend any offered state trainings. THG/WWC will offer direction to each subcontractor in assessing new employees as necessary. The initial training will also cover eligibility requirements, required documents, and how to assist with eligibility/enrollment, with the goal of ensuring all staff is capable of processing to eligibility and assisting patients. When the state's presumptive eligibility tool is available, if training is offered, all subcontractors will be required to attend. If not, THG/WWC will provide this training.

6. Training needs assessments will be conducted through staff surveys and competency evaluations at each clinic. Quarterly reviews/audits will be performed at all clinics to determine ongoing needs. At each review/audit, the Quality Assurance/Compliance Specialists of THG/WWC will review 25 percent of each clinic's charts and surveys to assess potential topics for future trainings.

7. THG/WWC will establish criteria the clinics will use for assessments and will request monthly reports from all subcontractors. These reports will be reviewed and analyzed for compliance with standards and for effectiveness and quality of services. Should a weakness be identified, training will be scheduled to create a 30-day plan for improvement to bring the area up to standard.

8. Upon contract award, THG/WWC will establish written goals for each individual staff member, described in their personal work manual, working in conjunction with the staff member and the clinic managers. THG/WWC will set out a plan with measurement standards and checkpoints, with clearly defined goals for each staff member. Subcontractors will be asked to hold quarterly reviews as well as an annual staff performance review, in which job performance will be evaluated against the goals set forth. One primary area for assessment will be knowledge of the Healthy Texas Women Program and how the individual's role fits into providing and expanding care: eligibility, enrollment, and billing, and medical care, educational, and promotional activities. Also assessed will be usage rates of LARCs and other key procedures.

9. We will also track which clinic employees are involved with various aspects of the program. In addition to individual performance goals, written goals will be established for clinics and THG/WWC will assess annual performance of clinics as it relates to the Healthy Texas Women Program. These will be performed monthly, quarterly, and at the end of year.

## FORM L-1: STAFF DEVELOPMENT TRAINING CALENDAR

**Legal Business Name**

**of Respondent:**

The Heidi Group, DBA Women's Wellness Coalition

Respondent must complete the calendar below listing all staff orientation, training, and in-service activities for July 1, 2016 through August 31, 2017, including training for volunteers, if applicable.

Respondent's staff development calendar must include:

1. Training twice annually on current long-acting reversible contraceptive (LARC) practice guidelines.
2. At least one training for front line staff on HTW Program objectives, program eligibility, and services offered to ensure clear communication to clients on Women's Health Services and Family Planning Services offered through the HTW Program.
3. Training twice annually to staff on HTW eligibility screening and application procedures.

This form is provided as guidance. The respondent may use their own form but the information below must be included in respondent's form. Label Form L-1.

Date	Topic / Activity	Presenter	Location (select one)	
			Within Agency	Outside Training
July, 2016	HTW Program Overview	THG/WWC	X	
July, 2016	HTW Eligibility Screening and Procedures	THG/WWC	X	
August, 2016	OSHA Laws and Regulations	THG/WWC	X	
Sept/Oct, 2016	LARC Usage and Guidelines	LARC company of subcontractor's choice		X
Sept/Oct, 2016	Contraceptives	Birth control provider of contractor's choice		X
Sept/Oct, 2016	Serving diverse client populations	THG/WWC	X	
Sept/Oct, 2016	Internal auditing procedures and technology security	THG/WWC	X	
Sept/Oct, 2016	Sharps, blood-borne pathogens, and HIV/AIDS	Stericycle		X
Jan, 2017	HIPAA Laws	THG/WWC	X	
March, 2017	LARC Usage and Guidelines	LARC Usage and Guidelines		X
April, 2017	HTW Program Overview and Eligibility	THG/WWC	X	
April, 2017	Contraceptives	Birth control provider of contractor's choice		X
April, 2017	Sharps, blood-borne pathogens, and HIV/AIDS	Stericycle		X
April, 2017	Serving diverse client populations	THG/WWC	X	
TBD	Any relevant state trainings	HHSC/DSHS		X





**Form M: Community Education/Program Promotion Plan**

The Heidi Group/Women's Wellness Coalition (THG/WWC) intends to work with each subcontractor clinic to provide support and materials so outreach, in-reach, and educational activities are accomplished in every county in our service area. Our goals for each clinic are to help them inform the public of the services they offer and the purpose of the Healthy Texas Women Program; educate the community on women's health and contraceptive issues; and expand their HTW client numbers so every woman in the community who is eligible knows about and is receiving services.

This will be an ongoing process, but we intend to focus a majority of the efforts within the first 90 days of the project start date, and then continue conducting community education and promotion at least quarterly.

THG/WWC will work with subcontractor clinics to ensure all current and past clients are contacted and informed of the Healthy Texas Women Program, and other state programs, to assess the patient's eligibility for services. We will also ensure all clinics have a web and/or social media presence, and work with each clinic on search engine optimization and Google key word advertising for paid search ads. THG/WWC will also provide social media consulting and resources for subcontractors, offering customized posts twice weekly. For interested subcontractors, we will consult and assist with Twitter advertising as well.

THG/WWC website will include a searchable zip code directory so potential patients can locate the nearest provider. For all advertising and promotional materials, we will establish an 800 number that will directly connect the caller to the nearest clinic. The 800 number bills will assist in analyzing effectiveness of each method of outreach. The 800 bill will show which subcontractor the caller was directed to and the length of the call which will allow THG/WWC, in cooperation with the subcontractor, to determine how many calls were received and how many ended with an eligible patient, served and billed.

THG/WWC has identified health fairs in each county of our service area and will work with subcontractors to ensure they have a presence at these fairs, providing materials and manpower as needed if clinics lack sufficient staff.

THG/WWC intends to record public service announcements in English and Spanish, two 15-second and two 30-second, for television and radio for PSAs in all served counties. PSAs often air at odd, non-peak times, which studies show is often when our target population is watching television.

THG/WWC will print and provide signs and brochures for distribution throughout each subcontractor's community with information on the Healthy Texas Women Program with customized subcontractor clinic information. One common brochure will be created, with customized stickers added with the contact information of the nearest subcontractor clinic. Promotional materials will be provided to various locations around the community, such as Goodwill, Salvation Army, women's centers, WIC offices, and school campuses. Printed materials will also include door hangers. THG/WWC will work with volunteers and community

service groups to distribute door hangers to neighborhoods with high percentages of patients in the target population.

THG/WWC will provide evaluation cards to current patients along with materials they can pass on to others to encourage word-of-mouth referrals.

In some areas, THG/WWC will research the effectiveness of large-scale advertising such as billboards, bus ads, and ads in other public places. THG/WWC will distribute information about local Healthy Texas Women providers to college, trade school, and university campuses as well as include the same information in coupon books and campus newspapers.

In-reach to current patients will be accomplished through written materials and interactions with clinic staff. All current patients will be contacted and assessed for eligibility for HTW and other state programs. Staff will also discuss with patients other programs for which they may be eligible.

For interested clinics, health education videos may be provided for waiting room televisions.

For education, subcontractor clinics who are already engaged in speaking at local schools, classes, community programs, and health fairs will be encouraged to continue. THG/WWC will assist with possible expansion of existing plans. For those not engaged in community education activities, THG/WWC will work to develop a plan and locate opportunities, and provide speakers if needed. We will request that each subcontractor perform at least two school visits during the contract period, either in a high school, community, college, or university setting. We will also encourage at least one engagement at a local WIC office or health center that works with CHIP and Medicaid clients.

In addition to hospitals and health centers, THG/WWG has identified mobile mammogram units in each of our service areas and will encourage subcontractors to collaborate with these providers to expand access and increase education.

THG/WWC will provide or assist each subcontractor with the following recruitment plan:

- Website with correct information (establish if necessary)
- Facebook account (THG/WWC will assist with posts twice weekly)
- Twitter posts if physician or clinic so desires
- Public Service Announcements (PSAs) – Television and Radio (Production of 15- and 30-second commercials in English and Spanish); PSA's air free at odd times which is when our target market is watching
- 800 number with direct connect to facility nearest the caller will be used on all advertising
- Brochures (one customized and one common with stick-on labels for each facility)
- University/College campuses (coupon books, campus newspapers)
- Door hangers in appropriate areas near each clinic or physician
- Booths in area and state fairs and other community events

- Evaluation cards with encouragement to refer friends
- Correct information on 211 number

During training, THG/WWC will provide each subcontractor clinic or physician with the following materials:

- Policies and procedures for best practices of serving patients under these programs including: Quality Assurance protocols, emergency policies and procedures, guidance for interpreter and language translation, financial management systems/billing direction
- Instructions for:
  - booking first appointment with a list of the information necessary to assess for eligibility
  - determining source of referral
  - suggested standing orders/protocols
  - master of patient evaluation forms and super bill
- Flip book for placement near each in-coming telephone with a list of necessary documents patients must provide to meet and prove eligibility requirements
- Assessment materials to determine eligibility
- Brochures
- Billing instructions
- Door hangers
- Master Evaluation Card with encouragement for referrals
- Each subcontractor already has a referral network in place with local physicians and/or hospital. THG/WWC will evaluate and assist in expanding if necessary. Additional referral resources will include:
  - CHIP and other state programs to assist families
  - Child Support Services
  - Local free child care
  - Abuse reporting – Child Protective Services/Abused Women Shelters
  - Medicaid
  - Mobile mammogram services for the local area
- Lists of potential opportunities for community education

In addition, THG/WWC intends to pursue providing services to the colonias in the Rio Grande Valley. We continue to investigate potential subcontractors already providing services, but if this is not feasible, THG/WWC will purchase mobile units to provide services.

**Form M-1: Community Education/Program Promotion Calendar**

<b>Date</b>	<b>Event</b>	<b>Location</b>	<b>Time</b>	<b>Clinic(s)</b>	<b>Details</b>
<b>7/4/2016</b>	Fireworks Festival	John Stiff Memorial Park 4800 Bell St (SW 48th & Bell) Amarillo TX 79109		Hillside Family Health Practice	Children's activities, vendor booths, music
<b>7/9/2016</b>	Granny's Place Ministries Healthy Lifestyle	Parkland Hospital 678 Jim Miller Dallas, TX 75217	7:00 am - 3:00 pm	Tenison Women's Healthcare Center, Treat Now Family Clinic, Cheng Song OB/GYN	General Health and Mammography Screenings at no cost
<b>7/23/2016</b>	iLIVE Women's and Girl's Wellness, Lifestyle and Empowerment Expo	University of Texas Arlington- University Center 300 W. First Street Arlington, TX 76010	10:00 am - 4:00 pm	Tenison Women's Healthcare Center, Treat Now Family Clinic, Cheng Song OB/GYN	Healthy Cooking Demonstrations Free Onsite Mammograms Free Hair Styling and Cuts Free Health Screenings Free Massages & Product Samples Tons of Incredible Exhibitor Shopping Life Changing Empowerment Speakers
<b>8/6/2016</b>	18th Annual North Texas Wellness Fair	Forest Hill Civic and Convention Center 6901 Wichita Street Forest Hill, TX 76140	8:00 am - 1:00 pm	Tenison Women's Healthcare Center, Treat Now Family Clinic, Cheng Song OB/GYN	Vendors will be offering free screenings, health care resources, and promotion of health and wellness in North Texas.
<b>8/6/2016</b>	6th Annual Back to School Blast	Marble Falls Middle School 1511 Pony Drive Marble Falls, TX 78654	10:00 am - 1:00 pm	Christy Scoggins Family Clinic	Several churches come together to provide free backpacks and school supplies for Pre-K – 12th grade. The Highland Lakes Children's Coalition partners with this event to bring free health screenings, dental screenings, vaccinations, and so much more! This year, we will also be providing free haircuts for pre-K – 12th grade and a free pair of socks and shoes.

<b>8/20/2016</b>	Back to School Health and Information Fair	First Baptist Church 3100 Cambridge Dr Bryan, TX 77802	9:00 am - 1:00 pm	Bryan Medical Associates	Health Vendor fair to prepare families for the start of school.
<b>9/2016 TBD</b>	Amarillo Community Health Fair	TBD	TBD	Hillside Family Health Practice	Care 2000 and Specialized Therapy Services to educate patients, special needs patients, and the community on immunizations, child safety, car seat placement, and other topics. Will include a car seat instructor, fire and police personnel, immunization experts, autism and therapy professionals, and educational materials.
<b>9/2016 TBD</b>	Christy Scoggins Family Clinic Kid's Day	TBD	TBD	Christy Scoggins Family Clinic	General health and safety information, germs and handwashing, games and events for kids
<b>10/2016 TBD</b>	Grimes County Health Fair	With Grimes St. Joseph Health Center, Navasota	TBD	Bryan Medical Associates	Booths and vendors, free health screenings, free educational information, flu shots
<b>10/2016 TBD</b>	UT Tyler Fall Health Fair	UT Tyler campus	TBD	Tyler Family Circle of Care	General health information
<b>10/2016 TBD</b>	City of Webster Health and Wellness Fair	Webster Civic Center	TBD	Webster Family Care	Vendors, screenings, flu shots
<b>10/8/2016</b>	Granny's Place Ministries Healthy Lifestyle	Parkland Hospital 678 Jim Miller Dallas, TX 75217	7:00 am - 3:00 pm	Tenison Women's Healthcare Center, Treat Now Family Clinic, Cheng Song OB/GYN	General Health and Mammography Screenings at no cost
<b>11/2016</b>	Leon County Health Fair	Leon County Expo Center	TBD	Bryan Medical Associates	Free health screenings, flu shots

<b>12/2-3/2016</b>	Rock 'n' Roll San Antonio	Henry B. Gonzales Convention Center 900 E Market St San Antonio, TX 78205	Friday, 12/2 12:00 pm - 7:00 pm Saturday, 12/3 9:00 am - 5:00 pm	Life Choices Medical Clinic	Two day Health and Fitness Expo Free and open to the public
<b>1/2017 TBD</b>	Annual Winter Texan Expo	TBD	TBD	Valley Women's Care	Presented by South Texas Health System, free health screenings
<b>1/2017 TBD</b>	Bastrop County Health Fair	Jerry Fay Wilhelm Center	TBD	Pflugerville OB/GYN	Health screenings, booths, displays
<b>2/2017 TBD</b>	A Fair of the Heart	Good Shepherd Health Center, Longview	TBD	Tyler Family Circle of Care	Free health screenings, doctor booths
<b>2/2017 TBD</b>	Milam County Thorndale Health Fair	Thorndale Chamber of Commerce	TBD	Bryan Medical Associates	Free health screenings, information on immunizations, healthy eating, dental care, Medicaid
<b>2/2017 TBD</b>	Tarrant County College Health Fair	Fort Worth campus	TBD	Cheng Song, Health4U Clinic, Health Now Family Practice, Treat Now Family Clinic	Vendors and health information
<b>3/2017 TBD</b>	Collin College	Health and Safety Fair	TBD	Health4U Clinic	Health screenings, information, safety demonstrations, blood donation
<b>3/2017 TBD</b>	Ellis County Women's Expo: Business, Health, and Wellness	Waxahachie Civic Center	TBD	Health Now Family Practice	General health information
<b>3/2017 TBD</b>	Annual Galveston County Health Fair	TBD	TBD	Webster Family Care	Health screenings and education

<b>3/2017 TBD</b>	Johnson County Health Fair	Johnson County Fairgrounds	TBD	Health Now Family Practice	Blood draws, health screenings
<b>4/2017 TBD</b>	Burleson County Health Fair	Caldwell, Texas	TBD	Bryan Medical Associates	Health information and screenings, booths
<b>4/2017 TBD</b>	Denton County Health Expo	Denton County	TBD	Health4U Clinics	Health education, 5K, vendors,
<b>4/2017 TBD</b>	Healthy Communities Expo	McAllen Convention Center		Valley Women's Clinic	Health demonstrations, vendors, information
<b>4/2017 TBD</b>	"Healthy Families, Healthy Communities Expo"	TBD	TBD	Valley Women's Clinic	The event, hosted by Texas A&M Healthy South Texas, education, demonstrations and information about lifestyle changes to improve the well-being and health outcomes for expectant mothers, young parents and their families in attendance
<b>4/2017</b>	Spring Into Good Health	UT Health North	TBD	Tyler Family Circle of Care	Education and screening
<b>4/2017</b>	Wise County Health Fair	Decatur Civic Center	TBD	Wise Choices Pregnancy Resource Center	Education, awareness, fun run, screenings, booths



<b>6/2017</b>	San Antonio Health and Wellness Expo	Henry B. Gonzalez Convention Center	TBD	Life Choices Medical Clinic	General information, screenings, booths
<b>TBD</b>	Llano County health fairs	Llano County	TBD	Scoggins	Llano County six health fairs in six towns throughout year

Subcontractor clinics will be encouraged to attend other health fairs that are yet to be scheduled at hospitals and county health departments in their service areas.

**Community Education Presentations:** Dates and Locations TBD

Christy Scoggins Family Clinic: Christy Scoggins, FNP  
 Abstinence and birth control talks to student groups  
 Birth control talks to groups for divorced women

Life Choices Medical Clinic: Charity Farrar, Director  
 Abstinence discussions at various high schools in San Antonio area  
 "Making Healthy Decisions" discussions at various high schools in San Antonio area

Pflugerville OB/GYN: Elena Martinez, WHNP  
 Child birthing and family planning classes  
 Maria Gutierrez, WHNP  
 Family planning classes

Tenison Women's Health: Sherry Tenison, WHNP  
 "Strategies to Reduce Teen Pregnancies and STDs" at WIC office  
 Birth Control Presentation at high schools in DFW area  
 "Decreasing Glamorization of Irresponsible Sexual Behavior in the Media" at community colleges  
 Community Education Employee:  
 "The Role of Males in Preventing Adolescent Pregnancy" at women's health care center

Wise Choices Pregnancy Center: Connie McCrary, Director

Abstinence talks at various high schools and colleges in Wise County  
Women's health talks to various women's groups in Wise County

The Outreach Director from The Heidi Group/Women's Wellness Coalition will work with each subcontractor clinic to additionally schedule at least two community events with each, in the fall and spring, as well as a minimum of two school visits, and other opportunities as identified.

## APPENDIX E: Healthy Texas Women Certification

Legal Business Name of  
Respondent:

The Heidi Group/Women's Wellness Coalition

*This certification pertains to the following billing or performing provider:*

*Provider Name* The Heidi Group, DBA Women's Wellness Coalition

*Federal Tax ID Number* 742757919

*NPI Number* 1588018394

*If provider does not have an NPI, Submission Date of Medicaid Application* 4/27/2016

*Provider's primary billing address:*

*Street Address* PO Box 2050

*City/State/Zip Code* Round Rock, TX 78680

*Telephone Number* (512) 255-2088

*Provider's primary physical address:*

*Street Address* 109 S. Harris Street, Suite 210

*City/State/Zip Code* Round Rock, TX 78664

*Telephone Number* (512) 255-2088

### DEFINITIONS

For the purposes of this certification the following terms are defined as follows:

The term "affiliate" means:

An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:  
common ownership, management, or control;

a franchise; or

the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term "Promote" means advancing, furthering, advocating, or popularizing elective abortion by, for example:

taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;

furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider;  
or

using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.

My name is Carol Everett. I am the provider or, if the provider is an organization, I am the provider's (title or position) CEO. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or if I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

1. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.  
☒ I affirm that this statement is true and correct.
2. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.  
☒ I affirm that this statement is true and correct.
3. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.  
☒ I affirm that this statement is true and correct.
4. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity, In particular:
  - a. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
  - b. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
  - c. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;
  - d. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.☒ I affirm that this statement is true and correct.
5. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.  
☒ I affirm that this statement is true and correct.

In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.
- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any of my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.
- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.
- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.
- If HHSC determines that I am ineligible to receive funds under the HTW Program:
  - a) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
  - b) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
  - c) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

***I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.***

If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows: (The effective date of the Certification spans from the date of form completion through the end of the Certification year.)

Effective Date of Certification 04/27/2016\_\_\_\_\_through 12/31/2016\_\_\_\_\_

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

☐ Terminate HTW certification

Signature: \_\_\_\_\_

*Carol Everett*

Printed Name: Carol Everett \_\_\_\_\_

*Carol Everett*

Title: CEO \_\_\_\_\_

Date: \_\_\_\_\_

*4-27-2016*

FORM D: Healthy Texas Women Certification

Legal Business Name of Respondent: The Heidi Group / Women's Wellness Coalition

This certification pertains to the following billing or performing provider:

Provider Name Bryan Medical Associates  
Federal Tax ID Number 81-1951161  
NPI Number 1346603685

If provider does not have an NPI, Submission Date of Medicaid Application \_\_\_\_\_

Provider's primary billing address:

Street Address 4112 E 29th Street  
Street Address City/State/Zip Code Bryan / Texas / 77802  
Telephone Number (979) 764-4043

Provider's primary physical address:

Street Address 4112 E 29th Street  
Street Address City/State/Zip Code Bryan / Texas / 77802  
Telephone Number (979) 764-4043

DEFINITIONS

For the purposes of this certification the following terms are defined as follows:

The term "affiliate" means:

An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:  
common ownership, management, or control;  
a franchise; or

the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term "Promote" means advancing, furthering, advocating, or popularizing elective abortion by, for example:

taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;

furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider;  
or

using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.

My name is Noreen Johnson M.D.. I am the provider or, if the provider is an organization, I am the provider's (title or position) Medical Director. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or if I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

1. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.  
☒ I affirm that this statement is true and correct.
2. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.  
☒ I affirm that this statement is true and correct.
3. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.  
☒ I affirm that this statement is true and correct.
4. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity, In particular:
  - a. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
  - b. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
  - c. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;
  - d. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.☒ I affirm that this statement is true and correct.
5. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.  
☒ I affirm that this statement is true and correct.



In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.
- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any of my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.
- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.
- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.
- If HHSC determines that I am ineligible to receive funds under the HTW Program:
  - a) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
  - b) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
  - c) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

***I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.***


If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows: (The effective date of the Certification spans from the date of form completion through the end of the Certification year.)

Effective Date of Certification 4/4/2016 through 12/31/ 2016

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

☐ Terminate HTW certification

Signature: 

Printed Name: Noreen Johnson

Title: M.D.

Date: 4/4/2016

## FORM D: Healthy Texas Women Certification

Legal Business Name of Respondent: The Heidi Group / Women's Wellness Coalition

This certification pertains to the following billing or performing provider:

Provider Name Cheng Chien SONG MD  
Federal Tax ID Number 75-290-6380  
NPI Number 096441302

If provider does not have an NPI, Submission Date of Medicaid Application \_\_\_\_\_

Provider's primary billing address:

Street Address 1001 12th Ave. Ste 154  
Street Address City/State/Zip Code FORT WORTH, TX 76104  
Telephone Number 817-810-9997

Provider's primary physical address:

Street Address 1001 12th Ave. Ste 154  
Street Address City/State/Zip Code FORT WORTH TX 76104  
Telephone Number 817-810-9997

### DEFINITIONS

For the purposes of this certification the following terms are defined as follows:

The term "affiliate" means

An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:  
common ownership, management, or control;  
a franchise; or  
the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term "Promote" means advancing, furthering, advocating, or popularizing elective abortion by, for example:  
taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;  
furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider;  
or  
using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or promotes elective abortions.

My name is Cheng Chien SONG MD. I am the provider or, if the provider is an organization, I am the provider's (title or position) Physician / President. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or if I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

1. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.  
☒ I affirm that this statement is true and correct.
2. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.  
☒ I affirm that this statement is true and correct.
3. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.  
☒ I affirm that this statement is true and correct.
4. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity, In particular:
  - a. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
  - b. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
  - c. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;
  - d. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.☒ I affirm that this statement is true and correct.
5. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.  
☒ I affirm that this statement is true and correct.

In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.
- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any of my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.
- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.
- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.
- If HHSC determines that I am ineligible to receive funds under the HTW Program:
  - a) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
  - b) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
  - c) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

***I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.***

If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows:  
(The effective date of the Certification spans from the date of form completion through the end of the Certification year.)

Effective Date of Certification 03/24/2016 through 12/31/ 2016

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

☐ Terminate HTW certification

Signature: Cheng C Song MD

Printed Name: Cheng Chien SONG MD

Title: Physician / President

Date: 03/24/2016

## FORM D: Healthy Texas Women Certification

Legal Business Name of  
Respondent:

The Heidi Group / Women's Wellness Coalition

This certification pertains to the following billing or performing provider:

Provider Name Chrissy Seagins  
Federal Tax ID Number 47-3658743  
NPI Number 1760477632

If provider does not have an NPI, Submission Date of Medicaid Application \_\_\_\_\_

Provider's primary billing address:

Street Address 1712 B Hwy 1431 W.  
Street Address City/State/Zip Code Marble Falls TX 78654  
Telephone Number 830 637 7761

Provider's primary physical address:

Street Address 1712 B Hwy 1431 W.  
Street Address City/State/Zip Code Marble Falls TX 78654  
Telephone Number 830 637 7761

### DEFINITIONS

For the purposes of this certification the following terms are defined as follows:

The term "affiliate" means:

An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:  
common ownership, management, or control;  
a franchise; or  
the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term "Promote" means advancing, furthering, advocating, or popularizing elective abortion by, for example:  
taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;  
furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider;  
or  
using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.

My name is Christy Scoggins. I am the provider or, if the provider is an organization, I am the provider's (title or position) Family Nurse Practitioner. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or if I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

1. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.  
☒ I affirm that this statement is true and correct.
2. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.  
☒ I affirm that this statement is true and correct.
3. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.  
☒ I affirm that this statement is true and correct.
4. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity, in particular:
  - a. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
  - b. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
  - c. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;
  - d. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.☒ I affirm that this statement is true and correct.
5. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.  
☒ I affirm that this statement is true and correct.



In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.
- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any of my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.
- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.
- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.
- If HHSC determines that I am ineligible to receive funds under the HTW Program:
  - a) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
  - b) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
  - c) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

***I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.***

If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows:  
(The effective date of the Certification spans from the date of form completion through the end of the Certification year.)

Effective Date of Certification 4/11/16 through 12/31/ 2016

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

☐ Terminate HTW certification

Signature: Cheryl Scoggins

Printed Name: Cheryl Scoggins

Title: Family Nurse Practitioner

Date: 4/11/16

## FORM D: Healthy Texas Women Certification

Legal Business Name of  
Respondent:

The Heidi Group / Women's Wellness Coalition

This certification pertains to the following billing or performing provider:

Provider Name Eliud Acevedo, MD

Federal Tax ID Number 020713080

NPI Number 1235159948

If provider does not have an NPI, Submission Date of Medicaid Application \_\_\_\_\_

Provider's primary billing address:

Street Address 1405 Tacaman Rd suite 101

Street Address City/State/Zip Code Laredo, TX 78041

Telephone Number 956-795-1777

Provider's primary physical address:

Street Address 1405 Tacaman Rd suite 101

Street Address City/State/Zip Code Laredo, TX 78041

Telephone Number 956-725-1777

### DEFINITIONS

For the purposes of this certification the following terms are defined as follows:

The term "affiliate" means:

An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:  
common ownership, management, or control;  
a franchise; or

the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term "Promote" means advancing, furthering, advocating, or popularizing elective abortion by, for example:  
taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;

furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider;  
or

using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.

My name is Eliud Acevedo, MD. I am the provider or, if the provider is an organization, I am the provider's (title or position) Physician/Owner. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or if I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

1. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.  
☒ I affirm that this statement is true and correct.
2. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.  
☒ I affirm that this statement is true and correct.
3. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.  
☒ I affirm that this statement is true and correct.
4. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity, In particular:
  - a. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
  - b. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
  - c. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;
  - d. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.☒ I affirm that this statement is true and correct.
5. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.  
☒ I affirm that this statement is true and correct.

In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.
- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any of my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.
- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.
- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.
- If HHSC determines that I am ineligible to receive funds under the HTW Program:
  - a) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
  - b) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
  - c) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

***I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.***

If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows:  
(The effective date of the Certification spans from the date of form completion through the end of the Certification year.)

Effective Date of Certification 4/11/16 through 12/31/ 16

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

☐ Terminate HTW certification

Signature: Elinde Acendo, MD

Printed Name: Elinde Acendo MD

Title: Owner

Date: 4/21/16

# FORM D: Healthy Texas Women Certification

Legal Business Name of  
Respondent:

The Heidi Group / Women's Wellness Coalition

This certification pertains to the following billing or performing provider:

Provider Name Health 4U Clinics LP  
Federal Tax ID Number 27-2092752  
NPI Number 1073821500 Medicaid # 2184707-01

If provider does not have an NPI, Submission Date of Medicaid Application \_\_\_\_\_

Provider's primary billing address:

Street Address 3825 YUCCA AVE #129 FORT WORTH, TEXAS  
Street Address City/State/Zip Code FORT WORTH TX 76111  
Telephone Number 817 759 2273

Provider's primary physical address:

Street Address 3825 YUCCA AVE #129  
Street Address City/State/Zip Code FORT WORTH TX 76111  
Telephone Number 817 759 2273

DUNS 030802399

## DEFINITIONS

For the purposes of this certification the following terms are defined as follows:

The term "affiliate" means:

An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:  
common ownership, management, or control;  
a franchise; or

the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term "Promote" means advancing, furthering, advocating, or popularizing elective abortion by, for example:  
taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;  
furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider;  
or  
using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or promotes elective abortions.

My name is APRIL A TOLBERT. I am the provider or, if the provider is an organization, I am the provider's (title or position) Medical Director. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or if I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

1. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.  
☒ I affirm that this statement is true and correct.
2. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.  
☒ I affirm that this statement is true and correct.
3. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.  
☒ I affirm that this statement is true and correct.
4. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity, In particular:
  - a. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
  - b. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
  - c. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;
  - d. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.☒ I affirm that this statement is true and correct.
5. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.  
☒ I affirm that this statement is true and correct.



In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.
- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any of my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.
- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.
- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.
- If HHSC determines that I am ineligible to receive funds under the HTW Program:
  - a) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
  - b) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
  - c) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

*I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.*

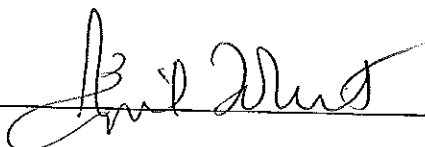
If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows:  
(The effective date of the Certification spans from the date of form completion through the end of the Certification year.)

Effective Date of Certification 1/4/16 through 12/31/ 2016

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

☐ Terminate HTW certification

Signature: 

Printed Name: APRIL A. TOLBERT

Title: Managing Member + Medical Director

Date: April 15, 2016

## FORM D: Healthy Texas Women Certification

Legal Business Name of  
Respondent:

The Heidi Group / Women's Wellness Coalition

This certification pertains to the following billing or performing provider:

Provider Name Esther T Ashu  
Federal Tax ID Number 261722715  
NPI Number 1922142181

If provider does not have an NPI, Submission Date of Medicaid Application \_\_\_\_\_

Provider's primary billing address:

Street Address 1700 W Hampton Rd ste# 105  
Street Address City/State/Zip Code Desoto, TX 75115  
Telephone Number 972-228-6602

Provider's primary physical address:

Street Address same as above  
Street Address City/State/Zip Code \_\_\_\_\_  
Telephone Number \_\_\_\_\_

### DEFINITIONS

For the purposes of this certification the following terms are defined as follows:

The term "affiliate" means:

An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:  
common ownership, management, or control;  
a franchise; or

the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term "Promote" means advancing, furthering, advocating, or popularizing elective abortion by, for example:  
taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;  
furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider;  
or  
using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.

My name is Esther Ashu. I am the provider or, if the provider is an organization, I am the provider's (title or position) AD/VP. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or if I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

1. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.  
☒ I affirm that this statement is true and correct.
2. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.  
☒ I affirm that this statement is true and correct.
3. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.  
☒ I affirm that this statement is true and correct.
4. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity, in particular:
  - a. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
  - b. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
  - c. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;
  - d. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.☒ I affirm that this statement is true and correct.
5. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.  
☒ I affirm that this statement is true and correct.

In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.
- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any of my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.
- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.
- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.
- If HHSC determines that I am ineligible to receive funds under the HTW Program:
  - a) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
  - b) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
  - c) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

***I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.***

If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows:  
(The effective date of the Certification spans from the date of form completion through the end of the Certification year.)

Effective Date of Certification 4/20/16 through 12/31/ 2016

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an Immediate termination of your HTW certification:

☐ Terminate HTW certification

Signature: 

Printed Name: Esther T. Aguirre

Title: NP

Date: 4/20/2016

FORM D: Healthy Texas Women Certification

Legal Business Name of  
Respondent:

The Heidi Group / Women's Wellness Coalition

Hillside Family Health Practice

This certification pertains to the following billing or performing provider:

Provider Name Cathy Powers FNP

Federal Tax ID Number 752894016

NPI Number 1518963602

If provider does not have an NPI, Submission Date of Medicaid Application \_\_\_\_\_

Provider's primary billing address:

Street Address City/State/Zip Code 7130 Bell Street, Amarillo, TX 79109

Telephone Number 806-373-4010

Provider's primary physical address:

Street Address City/State/Zip Code 7130 Bell Street, Amarillo, TX 79109

Telephone Number 806-373-4010

DEFINITIONS

For the purposes of this certification the following terms are defined as follows:

The term "affiliate" means:

An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:  
common ownership, management, or control;  
a franchise; or  
the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term "Promote" means advancing, furthering, advocating, or popularizing elective abortion by, for example:  
taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;  
furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider;  
or  
using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.

My name is Cathy Powers . I am the provider or, if the provider is an organization, I am the provider's (title or position) Nurse Practitioner . I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or if I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

1. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.  
☒ I affirm that this statement is true and correct.
2. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.  
☒ I affirm that this statement is true and correct.
3. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.  
☒ I affirm that this statement is true and correct.
4. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity, in particular:
  - a. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
  - b. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
  - c. None of the funds that I, or any of my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;
  - d. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.☒ I affirm that this statement is true and correct.
5. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.  
☒ I affirm that this statement is true and correct.



In addition, I understand and acknowledge that

If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.

If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any of my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.

If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.

If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.

If HHSC determines that I am ineligible to receive funds under the HTW Program:

- a) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
- b) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
- c) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.

If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

*I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.*

If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows:  
(The effective date of the Certification spans from the date of form completion through the end of the Certification year.)

Effective Date of Certification April 9, 2016 through 12/31/ 2016

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

D Terminate HTW certification

Signature: Cathy Powers ZNP

Printed Name: Cathy Powers

Title: Owner

Date: April 9, 2016

FORM D: Healthy Texas Women Certification

Legal Business Name of  
Respondent:

The Heidi Group / Women's Wellness Coalition

Hillside Family Health Practice

This certification pertains to the following billing or performing provider:

Provider Name Leslie Hayes

Federal Tax ID Number 752894016

NPI Number 1518343268

If provider does not have an NPI, Submission Date of Medicaid Application \_\_\_\_\_

Provider's primary billing address:

Street Address City/State/Zip Code 7130 Bell Street, Amarillo, TX 79109

Telephone Number 806-373-4010

Provider's primary physical address:

Street Address City/State/Zip Code 7130 Bell Street, Amarillo, TX 79109

Telephone Number 806-373-4010

DEFINITIONS

For the purposes of this certification the following terms are defined as follows:

The term "affiliate" means:

An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:

common ownership, management, or control;

a franchise; or

the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term "Promote" means advancing, furthering, advocating, or popularizing elective abortion by, for example: taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;

furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider;

or

using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.

My name is Leslie Hayes . I am the provider or, if the provider is an organization, I am the provider's (title or position) Nurse Practitioner . I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or if I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

1. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.  
☒ I affirm that this statement is true and correct.
- 2 I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.  
☒ I affirm that this statement is true and correct.
- 3 In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.  
☒ I affirm that this statement is true and correct.
- 4 In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity, in particular:
  - a. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
  - b. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
  - c. None of the funds that I, or any of my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;
  - d. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.☒ I affirm that this statement is true and correct.
5. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.  
☒ I affirm that this statement is true and correct.

In addition, I understand and acknowledge that

If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.

If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any of my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.

If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.

If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.

If HHSC determines that I am ineligible to receive funds under the HTW Program:

- a) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
- b) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
- c) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.

If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

*I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.*

If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows: (The effective date of the Certification spans from the date of form completion through the end of the Certification year.)

Effective Date of Certification April 9, 2016 through 12/31/2016

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

D Terminate HTW certification

Signature: \_\_\_\_\_

*Leslie Hayes FNP-C*

Printed Name: Leslie Hayes FNP-C

Title: FNP-C

Date: April 9, 2016

FORM D: Healthy Texas Women Certification

Legal Business Name of  
Respondent:

The Heidi Group / Women's Wellness Coalition

This certification pertains to the following billing or performing provider:

Provider Name Life Choices medical Clinic

Federal Tax ID Number 74-2809910

NPI Number 1871966135

If provider does not have an NPI, Submission Date of Medicaid Application \_\_\_\_\_

Provider's primary billing address:

Street Address 3234 Northwestern

Street Address City/State/Zip Code San Antonio, TX 78238

Telephone Number 210-543-7200

Provider's primary physical address:

Street Address Same as above

Street Address City/State/Zip Code \_\_\_\_\_

Telephone Number \_\_\_\_\_

DEFINITIONS

For the purposes of this certification the following terms are defined as follows:

The term "affiliate" means:

An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:  
common ownership, management, or control;  
a franchise; or

the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term "Promote" means advancing, furthering, advocating, or popularizing elective abortion by, for example:  
taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;

furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider;  
or

using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.

My name is Charity Farrar. I am the provider or, if the provider is an organization, I am the provider's (title or position) Executive Director. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or if I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

1. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.  
☒ I affirm that this statement is true and correct.
2. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.  
☒ I affirm that this statement is true and correct.
3. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.  
☒ I affirm that this statement is true and correct.
4. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity, in particular:
  - a. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
  - b. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
  - c. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;
  - d. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.☒ I affirm that this statement is true and correct.
5. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.  
☒ I affirm that this statement is true and correct.



In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.
- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any of my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.
- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.
- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.
- If HHSC determines that I am ineligible to receive funds under the HTW Program:
  - a) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
  - b) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
  - c) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

***I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.***

If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows:  
(The effective date of the Certification spans from the date of form completion through the end of the Certification year.)

Effective Date of Certification 3/24/16 through 12/31/ 2016

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

☐ Terminate HTW certification

Signature: Charity Farrar

Printed Name: CHARITY FARRAR

Title: Executive Director

Date: 3-24-2016

FORM D: Healthy Texas Women Certification

Legal Business Name of  
Respondent:

The Heidi Group/Women's Wellness Coalition

This certification pertains to the following billing or performing provider:

Provider Name Clinica Betesda Corporation Pflugerville OBGYN

Federal Tax ID Number 453855536

NPI Number 1154715977

If provider does not have an NPI, Submission Date of Medicaid Application \_\_\_\_\_

Provider's primary billing address:

Street Address BO Box 15489

Street Address City/State/Zip Code Belfast, ME 04915-4049

Telephone Number \_\_\_\_\_

Provider's primary physical address:

Street Address 1100 Grand Avenue Parkway Suite 106

Street Address City/State/Zip Code Pflugerville, Texas 78660

Telephone Number 512 579-7249

DEFINITIONS

For the purposes of this certification the following terms are defined as follows:

The term "affiliate" means:

An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:  
common ownership, management, or control;  
a franchise; or

the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term "Promote" means advancing, furthering, advocating, or popularizing elective abortion by, for example:  
taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;

furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider;  
or

using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.

My name is Maria E Gutierrez. I am the provider or, if the provider is an organization, I am the provider's (title or position) CEO. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or if I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

1. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.  
☒ I affirm that this statement is true and correct.
2. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.  
☒ I affirm that this statement is true and correct.
3. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.  
☒ I affirm that this statement is true and correct.
4. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity, In particular:
  - a. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
  - b. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
  - c. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;
  - d. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.☒ I affirm that this statement is true and correct.
5. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.  
☒ I affirm that this statement is true and correct.

In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.
- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.
- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.
- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.
- If HHSC determines that I am ineligible to receive funds under the HTW Program:
  - a) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
  - b) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
  - c) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

***I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.***

If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows:  
(The effective date of the Certification spans from the date of form completion through the end of the Certification year.)

Effective Date of Certification 01/01/2016 through 12/31/ 2016

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

☐ Terminate HTW certification

Signature: Maria E. Gutierrez

Printed Name: Maria Gutierrez

Title: CEO

Date: 04/12/2016

FORM D: Healthy Texas Women Certification

Legal Business Name of  
Respondent:

The Heidi Group/Women's Wellness Coalition

Pflugerville OBGYN

This certification pertains to the following billing or performing provider:

Provider Name Elena Martinez, WHNP-BC

Federal Tax ID Number 453855536

NPI Number 1811904634

If provider does not have an NPI, Submission Date of Medicaid Application \_\_\_\_\_

Provider's primary billing address:

Street Address BO Box 15489

Street Address City/State/Zip Code Belfast, ME 04915-4049

Telephone Number \_\_\_\_\_

Provider's primary physical address:

Street Address 1100 Grand Avenue Parkway Suite 106

Street Address City/State/Zip Code Pflugerville, Texas 78660

Telephone Number 512 579-7249

DEFINITIONS

For the purposes of this certification the following terms are defined as follows:

The term "affiliate" means:

An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:  
common ownership, management, or control;  
a franchise; or

the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term "Promote" means advancing, furthering, advocating, or popularizing elective abortion by, for example: taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;

furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider;

or

using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.

My name is Elena Martinez, WHNP-BC. I am the provider or, if the provider is an organization, I am the provider's (title or position) Nurse Practitioner. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or if I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

1. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.  
☒ I affirm that this statement is true and correct.
2. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.  
☒ I affirm that this statement is true and correct.
3. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.  
☒ I affirm that this statement is true and correct.
4. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity, In particular:
  - a. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
  - b. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
  - c. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;
  - d. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.☒ I affirm that this statement is true and correct.
5. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.  
☒ I affirm that this statement is true and correct.



In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.
- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any of my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.
- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.
- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.
- If HHSC determines that I am ineligible to receive funds under the HTW Program:
  - a) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
  - b) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
  - c) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

***I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.***

If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows:  
(The effective date of the Certification spans from the date of form completion through the end of the Certification year.)

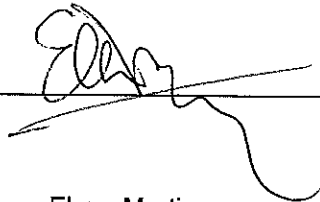
Effective Date of Certification 04/01/2016 through 12/31/ 2016

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

☐ Terminate HTW certification

Signature: \_\_\_\_\_



Printed Name: Elena Martinez

Title: WHNP-BC

Date: 04/15/2016

FORM D: Healthy Texas Women Certification

Legal Business Name of  
Respondent:

The Heidi Group/Women's Wellness Coalition

Pflugerville OBGYN

This certification pertains to the following billing or performing provider:

Provider Name Carvalho, Laura FNP-C

Federal Tax ID Number 453855536

NPI Number 1649603408

If provider does not have an NPI, Submission Date of Medicaid Application \_\_\_\_\_

Provider's primary billing address:

Street Address BO Box 15489

Street Address City/State/Zip Code Belfast, ME 04915-4049

Telephone Number \_\_\_\_\_

Provider's primary physical address:

Street Address 1100 Grand Avenue Parkway Suite 106

Street Address City/State/Zip Code Pflugerville, Texas 78660

Telephone Number 512 579-7249

DEFINITIONS

For the purposes of this certification the following terms are defined as follows:

The term "affiliate" means:

An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:  
common ownership, management, or control;  
a franchise; or

the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term "Promote" means advancing, furthering, advocating, or popularizing elective abortion by, for example:  
taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;

furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider;  
or

using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.

My name is Laura Carvalho, FNP-C. I am the provider or, if the provider is an organization, I am the provider's (title or position) FNP-C. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or if I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

1. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.  
☒ I affirm that this statement is true and correct.
2. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.  
☒ I affirm that this statement is true and correct.
3. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.  
☒ I affirm that this statement is true and correct.
4. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity, in particular:
  - a. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
  - b. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
  - c. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;
  - d. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.☒ I affirm that this statement is true and correct.
5. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.  
☒ I affirm that this statement is true and correct.

In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.
- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any of my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.
- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.
- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.
- If HHSC determines that I am ineligible to receive funds under the HTW Program:
  - a) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
  - b) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
  - c) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

***I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.***

If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows:  
(The effective date of the Certification spans from the date of form completion through the end of the Certification year.)

Effective Date of Certification 04/8/2016 through 12/31/ 2016

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 -- 5 are not true, you must request an immediate termination of your HTW certification:

☐ Terminate HTW certification

Signature: Laura Carvalho, FNP-C

Printed Name: Laura Carvalho

Title: FNP-C

Date: 04/18/2016

FORM D: Healthy Texas Women Certification

Legal Business Name of Respondent: The Heidi Group/Women's Wellness Coalition  
Tenison Women Health Center

This certification pertains to the following billing or performing provider:

Provider Name Sherry Tenison  
Federal Tax ID Number \_\_\_\_\_  
NPI Number 1265462865

If provider does not have an NPI, Submission Date of Medicaid Application \_\_\_\_\_

Provider's primary billing address:

Street Address 2914 S Buckner Ste B  
Street Address City/State/Zip Code Dallas, TX 75227  
Telephone Number 214-275-5256

Provider's primary physical address:

Street Address 2914 S Buckner Ste B  
Street Address City/State/Zip Code Dallas, TX 75227  
Telephone Number 214-275-5256

DEFINITIONS

For the purposes of this certification the following terms are defined as follows:

The term "affiliate" means:

An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:  
common ownership, management, or control;  
a franchise; or

the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term "Promote" means advancing, furthering, advocating, or popularizing elective abortion by, for example:  
taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;  
furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider;  
or  
using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.

My name is Sherry Tenison. I am the provider or, if the provider is an organization, I am the provider's (title or position) Director/PA. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or if I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

1. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.  
☒ I affirm that this statement is true and correct.
2. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.  
☒ I affirm that this statement is true and correct.
3. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.  
☒ I affirm that this statement is true and correct.
4. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity, In particular:
  - a. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
  - b. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
  - c. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;
  - d. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.☒ I affirm that this statement is true and correct.
5. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.  
☒ I affirm that this statement is true and correct.



In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.
- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any of my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.
- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.
- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.
- If HHSC determines that I am ineligible to receive funds under the HTW Program:
  - a) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
  - b) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
  - c) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

***I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.***

If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows: (The effective date of the Certification spans from the date of form completion through the end of the Certification year.)

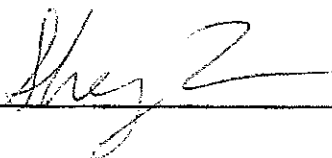
Effective Date of Certification 4-6-16 through 12/31/ 16

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

☐ Terminate HTW certification

Signature: \_\_\_\_\_



Printed Name: \_\_\_\_\_

Sherry Tenison

Title: \_\_\_\_\_

Director

Date: \_\_\_\_\_

4-6-16

FORM D: Healthy Texas Women Certification

Legal Business Name of  
Respondent:

The Heidi Group/ Women's Wellness Coalition

This certification pertains to the following billing or performing provider: Treat Now Family Clinic

Provider Name Catherine O'Connor

Federal Tax ID Number 900908505

NPI Number 1942526785

If provider does not have an NPI, Submission Date of Medicaid Application \_\_\_\_\_

Provider's primary billing address:

Street Address 2916 Kraft Street # 60

Street Address City/State/Zip Code Arlington, TX 76010

Telephone Number 817 633 3400

Provider's primary physical address:

Street Address 2916 Kraft Street # 60

Street Address City/State/Zip Code Arlington, TX 76010

Telephone Number 817 633 3400

DEFINITIONS

For the purposes of this certification the following terms are defined as follows:

The term "affiliate" means:

An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:  
common ownership, management, or control;  
a franchise; or

the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term "Promote" means advancing, furthering, advocating, or popularizing elective abortion by, for example:  
taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;  
furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider;  
or  
using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.

My name is Catherine O'Connor. I am the provider or, if the provider is an organization, I am the provider's (title or position) DNP, FWP-BC. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or if I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

1. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.  
☒ I affirm that this statement is true and correct.
2. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.  
☒ I affirm that this statement is true and correct.
3. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.  
☒ I affirm that this statement is true and correct.
4. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity, in particular:
  - a. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
  - b. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
  - c. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;
  - d. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.☒ I affirm that this statement is true and correct.
5. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.  
☒ I affirm that this statement is true and correct.

In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.
- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.
- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.
- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.
- If HHSC determines that I am ineligible to receive funds under the HTW Program:
  - a) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
  - b) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
  - c) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

***I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.***

If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows:  
(The effective date of the Certification spans from the date of form completion through the end of the Certification year.)

Effective Date of Certification 4/4/16 through 12/31/ 16

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 - 5 are not true, you must request an immediate termination of your HTW certification:

☐ Terminate HTW certification

Signature: Catherine O'Connor

Printed Name: Catherine O'Connor

Title: DNP, FNP-BC

Date: 4/4/16

## FORM D: Healthy Texas Women Certification

**Legal Business Name of Respondent:**

The Heidi Group / Women's Wellness Coalition

This certification pertains to the following billing or performing provider:

Provider Name Tyler Family Circle of Care

Federal Tax ID Number 45-2578435

NPI Number 1144575820

If provider does not have an NPI, Submission Date of Medicaid Application \_\_\_\_\_

Provider's primary billing address:

Street Address 928 N Glenwood Blvd

Street Address City/State/Zip Code Tyler, TX 75702

Telephone Number (903) 535-9041

Provider's primary physical address:

Street Address 928 N Glenwood Blvd

Street Address City/State/Zip Code Tyler, TX 75702

Telephone Number (903) 535-9041

### DEFINITIONS

For the purposes of this certification the following terms are defined as follows:

The term *"affiliate"* means:

An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:

common ownership, management, or control;

a franchise; or

the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term *"Promote"* means advancing, furthering, advocating, or popularizing elective abortion by, for example:

taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;

furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider; or

using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.

My name is Michael Adams. I am the provider or, if the provider is an organization, I am the provider's (title or position) CEO. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or if I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

1. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.  
☒ I affirm that this statement is true and correct.
2. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.  
☒ I affirm that this statement is true and correct.
3. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.  
☒ I affirm that this statement is true and correct.
4. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity, in particular:
  - a. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
  - b. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
  - c. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;
  - d. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.☒ I affirm that this statement is true and correct.
5. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.  
☒ I affirm that this statement is true and correct.



In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.
- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any of my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.
- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.
- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.
- If HHSC determines that I am ineligible to receive funds under the HTW Program:
  - a) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
  - b) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
  - c) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

***I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.***

If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows:  
(The effective date of the Certification spans from the date of form completion through the end of the Certification year.)

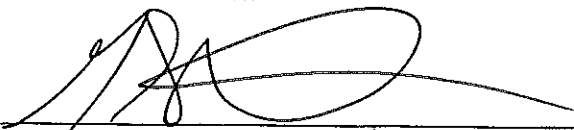
Effective Date of Certification 4-12-2016 through 12/31/ 2016

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

☐ Terminate HTW certification

Signature: \_\_\_\_\_



Printed Name: \_\_\_\_\_

Michael Adams

Title: \_\_\_\_\_

CEO

Date: \_\_\_\_\_

4-12-2016

FORM D: Healthy Texas Women Certification

Legal Business Name of  
Respondent:

The Heidi Group / Women's Wellness Coalition

This certification pertains to the following billing or performing provider:

Provider Name DR. JOHN SHUM

Federal Tax ID Number \_\_\_\_\_

NPI Number 1861616047

If provider does not have an NPI, Submission Date of Medicaid Application \_\_\_\_\_

Provider's primary billing address:

Street Address P.O. Box 9929

Street Address City/State/Zip Code TYLER, TX 75711-9929

Telephone Number 903-535-9041

Provider's primary physical address:

Street Address 928 N. Glenwood

Street Address City/State/Zip Code TYLER, TX 75702

Telephone Number 903-535-9041

DEFINITIONS

For the purposes of this certification the following terms are defined as follows:

The term "affiliate" means:

An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:  
common ownership, management, or control;  
a franchise; or

the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term "Promote" means advancing, furthering, advocating, or popularizing elective abortion by, for example:  
taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;

furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider;  
or

using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.

My name is JOHN SHUM, MD. I am the provider or, if the provider is an organization, I am the provider's (title or position) NA. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or if I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

1. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.  
☒ I affirm that this statement is true and correct.
2. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.  
☒ I affirm that this statement is true and correct.
3. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.  
☒ I affirm that this statement is true and correct.
4. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity, in particular:
  - a. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
  - b. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
  - c. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;
  - d. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.☒ I affirm that this statement is true and correct.
5. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.  
☒ I affirm that this statement is true and correct.

In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.
- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any of my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.
- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.
- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.
- If HHSC determines that I am ineligible to receive funds under the HTW Program:
  - a) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
  - b) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
  - c) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

***I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.***

If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows:  
(The effective date of the Certification spans from the date of form completion through the end of the Certification year.)

Effective Date of Certification 4/21/16 through 12/31/ 2016

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

☐ Terminate HTW certification

Signature: \_\_\_\_\_



Printed Name: \_\_\_\_\_

John Shum

Title: \_\_\_\_\_

Physician - OB-Gyn

Date: \_\_\_\_\_

4/21/2016

FORM D: Healthy Texas Women Certification

Legal Business Name of  
Respondent:

The Heidi Group / Women's Wellness Coalition

Tyler Family Circle of Care

This certification pertains to the following billing or performing provider:

Provider Name Dr. Eduardo Torres

Federal Tax ID Number 45-2578435

NPI Number 1255442653

If provider does not have an NPI, Submission Date of Medicaid Application \_\_\_\_\_

Provider's primary billing address:

Street Address P.O. Box 75711-9929

Street Address City/State/Zip Code TYLER, TX 75711-9929

Telephone Number 903-535-9041

Provider's primary physical address:

Street Address 928 N. Glenwood

Street Address City/State/Zip Code TYLER, TX 75702

Telephone Number 903-535-9041

DEFINITIONS

For the purposes of this certification the following terms are defined as follows:

The term "affiliate" means:

An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:  
common ownership, management, or control;  
a franchise; or

the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term "Promote" means advancing, furthering, advocating, or popularizing elective abortion by, for example:  
taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;  
furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider;  
or  
using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.

My name is Eduardo Torres. I am the provider or, if the provider is an organization, I am the provider's (title or position) MD. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or If I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

1. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.  
☒ I affirm that this statement is true and correct.
2. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.  
☒ I affirm that this statement is true and correct.
3. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.  
☒ I affirm that this statement is true and correct.
4. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity, In particular:
  - a. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
  - b. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
  - c. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;
  - d. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.☒ I affirm that this statement is true and correct.
5. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.  
☒ I affirm that this statement is true and correct.



In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.
- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any of my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.
- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.
- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.
- If HHSC determines that I am ineligible to receive funds under the HTW Program:
  - a) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
  - b) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
  - c) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

*I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.*


If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows:  
(The effective date of the Certification spans from the date of form completion through the end of the Certification year.)

Effective Date of Certification 4/15/16 through 12/31/ 2016

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

☐ Terminate HTW certification

Signature: 

Printed Name: Eduardo Torres, MD

Title: MD

Date: 4/15/16

FORM D: Healthy Texas Women Certification

Legal Business Name of  
Respondent:

The Heidi Group / Women's Wellness Coalition

Tyler Family Circle of Care

This certification pertains to the following billing or performing provider:

Provider Name DR. JOSEPHINE HUFFMAN  
Federal Tax ID Number 45-2578435  
NPI Number 1780658781

If provider does not have an NPI, Submission Date of Medicaid Application \_\_\_\_\_

Provider's primary billing address:

Street Address P.O. Box 9929  
Street Address City/State/Zip Code TYLER, TX 75711-9929  
Telephone Number 903-535-9041

Provider's primary physical address:

Street Address 928 N. GLENWOOD  
Street Address City/State/Zip Code TYLER, TX 75702  
Telephone Number 903-535-9041

DEFINITIONS

For the purposes of this certification the following terms are defined as follows:

The term "affiliate" means:

An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:  
common ownership, management, or control;  
a franchise; or

the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term "Promote" means advancing, furthering, advocating, or popularizing elective abortion by, for example: taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;

furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider;

or  
using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or promotes elective abortions.

My name is Josephine Huffman, MD. I am the provider or, if the provider is an organization, I am the provider's (title or position) PHYSICIAN (OB-GYN). I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or if I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

1. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.  
☒ I affirm that this statement is true and correct.
2. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.  
☒ I affirm that this statement is true and correct.
3. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.  
☒ I affirm that this statement is true and correct.
4. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity, in particular:
  - a. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
  - b. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
  - c. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;
  - d. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.☒ I affirm that this statement is true and correct.
5. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.  
☒ I affirm that this statement is true and correct.

In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.
- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any of my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.
- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.
- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.
- If HHSC determines that I am ineligible to receive funds under the HTW Program:
  - a) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
  - b) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
  - c) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

***I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.***

If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows:  
(The effective date of the Certification spans from the date of form completion through the end of the Certification year.)

Effective Date of Certification 4/12/16 through 12/31/ 2016

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

☐ Terminate HTW certification

Signature: Josephine Huffman MD

Printed Name: Josephine Huffman MD

Title: MD

Date: 4-13-2016

FORM D: Healthy Texas Women Certification

Legal Business Name of  
Respondent:

The Heidi Group / Women's Wellness Coalition

Tyler Family Circle of Care

This certification pertains to the following billing or performing provider:

Provider Name NATALIE BRYANT, RN, WHNP  
Federal Tax ID Number 45-2578435  
NPI Number 1497948129

If provider does not have an NPI, Submission Date of Medicaid Application \_\_\_\_\_

Provider's primary billing address:

Street Address P.O. Box 9929  
Street Address City/State/Zip Code TYLER, TX 75711-9929  
Telephone Number 903-535-9041

Provider's primary physical address:

Street Address 928 N. GLENWOOD  
Street Address City/State/Zip Code TYLER, TX 75702  
Telephone Number 903-535-9041

DEFINITIONS

For the purposes of this certification the following terms are defined as follows:

The term "affiliate" means:

An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:  
common ownership, management, or control;  
a franchise; or

the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term "Promote" means advancing, furthering, advocating, or popularizing elective abortion by, for example:  
taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;  
furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider;  
or  
using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.

My name is Natalie Bryant. I am the provider or, if the provider is an organization, I am the provider's (title or position) N/A. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or if I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

1. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.  
☒ I affirm that this statement is true and correct.
2. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.  
☒ I affirm that this statement is true and correct.
3. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.  
☒ I affirm that this statement is true and correct.
4. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity, In particular:
  - a. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
  - b. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
  - c. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;
  - d. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.☒ I affirm that this statement is true and correct.
5. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.  
☒ I affirm that this statement is true and correct.



In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.
- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any of my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.
- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.
- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.
- If HHSC determines that I am ineligible to receive funds under the HTW Program:
  - a) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
  - b) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
  - c) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

*I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.*

If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows:  
(The effective date of the Certification spans from the date of form completion through the end of the Certification year.)

Effective Date of Certification 4-15-16 through 12/31/ 2016

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

☐ Terminate HTW certification

Signature: Natalie Bryant

Printed Name: Natalie Bryant

Title: WHP-BC

Date: 4-15-16

FORM D: Healthy Texas Women Certification

Legal Business Name of  
Respondent:

The Heidi Group / Women's Wellness Coalition

Tyler Family Circle of Care

This certification pertains to the following billing or performing provider:

Provider Name MARGARET VIDAL - KUTIN, RN, WHNP

Federal Tax ID Number 45-2518435

NPI Number 1275533663

If provider does not have an NPI, Submission Date of Medicaid Application \_\_\_\_\_

Provider's primary billing address:

Street Address P.O. Box 9929

Street Address City/State/Zip Code TYLER, TX 75711-9929

Telephone Number 903-535-9041

Provider's primary physical address:

Street Address 928 N. GLENWOOD

Street Address City/State/Zip Code TYLER, TX 75702

Telephone Number 903-535-9041

DEFINITIONS

For the purposes of this certification the following terms are defined as follows:

The term "affiliate" means:

An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:  
common ownership, management, or control;  
a franchise; or

the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term "Promote" means advancing, furthering, advocating, or popularizing elective abortion by, for example:  
taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;  
furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider;  
or  
using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.

My name is Margaret Uidal Kuti. I am the provider or, if the provider is an organization, I am the provider's (title or position) Women's Health Nurse Practitioner. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or If I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

1. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.  
☒ I affirm that this statement is true and correct.
2. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.  
☒ I affirm that this statement is true and correct.
3. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.  
☒ I affirm that this statement is true and correct.
4. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity, In particular:
  - a. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
  - b. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
  - c. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;
  - d. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.☒ I affirm that this statement is true and correct.
5. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.  
☒ I affirm that this statement is true and correct.

In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.
- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any of my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.
- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.
- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.
- If HHSC determines that I am ineligible to receive funds under the HTW Program:
  - a) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
  - b) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
  - c) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

***I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.***

If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows:  
(The effective date of the Certification spans from the date of form completion through the end of the Certification year.)

Effective Date of Certification 4/12/16 through 12/31/ 2016

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

☐ Terminate HTW certification

Signature: Margaret Vidal-Kutin WHNP-BC

Printed Name: Margaret Vidal-Kutin WHNP-BC

Title: Women's Health Nurse Practitioner

Date: 4/13/16

FORM D: Healthy Texas Women Certification

Legal Business Name of  
Respondent:

The Heidi Group / Women's Wellness Coalition

Tyler Family Circle of Care

This certification pertains to the following billing or performing provider:

Provider Name JOYCE DANIEL, PH.D., CNM

Federal Tax ID Number 45-2578435

NPI Number 1760510218

If provider does not have an NPI, Submission Date of Medicaid Application \_\_\_\_\_

Provider's primary billing address:

Street Address P.O. Box 9929

Street Address City/State/Zip Code TYLER, TX 75711-9929

Telephone Number 903-535-9041

Provider's primary physical address:

Street Address 928 N. GLENWOOD

Street Address City/State/Zip Code TYLER, TX 75702

Telephone Number 903-535-9041

DEFINITIONS

For the purposes of this certification the following terms are defined as follows:

The term "affiliate" means:

An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:  
common ownership, management, or control;  
a franchise; or

the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term "Promote" means advancing, furthering, advocating, or popularizing elective abortion by, for example: taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;

furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider; or

using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.

My name is Joyce T. Daniel CNM. I am the provider or, if the provider is an organization, I am the provider's (title or position) CNM. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or if I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

1. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.  
☒ I affirm that this statement is true and correct.
2. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.  
☒ I affirm that this statement is true and correct.
3. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.  
☒ I affirm that this statement is true and correct.
4. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity, In particular:
  - a. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
  - b. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
  - c. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;
  - d. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.☒ I affirm that this statement is true and correct.
5. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.  
☒ I affirm that this statement is true and correct.



In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.
- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any of my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.
- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.
- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.
- If HHSC determines that I am ineligible to receive funds under the HTW Program:
  - a) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
  - b) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
  - c) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

***I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.***

If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows:  
(The effective date of the Certification spans from the date of form completion through the end of the Certification year.)

Effective Date of Certification 4/12/16 through 12/31/ 2016

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

☐ Terminate HTW certification

Signature: Joyce T. Daniel, CNM

Printed Name: Joyce T. Daniel, CNM

Title: Certified Nurse-midwife

Date: 4/12/16

FORM D: Healthy Texas Women Certification

Legal Business Name of  
Respondent:

The Heidi Group / Women's Wellness Coalition

Tyler Family Circle of Care

This certification pertains to the following billing or performing provider:

Provider Name DR. ROBERT JONES

Federal Tax ID Number 45-2578435

NPI Number 1780658781

If provider does not have an NPI, Submission Date of Medicaid Application \_\_\_\_\_

Provider's primary billing address:

Street Address P.O. Box 9929

Street Address City/State/Zip Code TYLER, TX 75711-9929

Telephone Number 903-535-9044 (41) PD

Provider's primary physical address:

Street Address 928 N. GLENWOOD

Street Address City/State/Zip Code TYLER, TX 75702

Telephone Number 903-535-9041

DEFINITIONS

For the purposes of this certification the following terms are defined as follows:

The term "affiliate" means:

An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:  
common ownership, management, or control;  
a franchise; or

the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term "Promote" means advancing, furthering, advocating, or popularizing elective abortion by, for example:  
taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;

furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider;  
or,

using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.

My name is ROBERT JONES. I am the provider or, if the provider is an organization, I am the provider's (title or position) PHYSICIAN (OB-GYN). I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or if I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

1. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.  
☒ I affirm that this statement is true and correct.
2. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.  
☒ I affirm that this statement is true and correct.
3. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.  
☒ I affirm that this statement is true and correct.
4. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity, In particular:
  - a. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
  - b. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
  - c. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;
  - d. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.☒ I affirm that this statement is true and correct.
5. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.  
☒ I affirm that this statement is true and correct.

In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.
- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any of my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.
- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.
- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.
- If HHSC determines that I am ineligible to receive funds under the HTW Program:
  - a) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
  - b) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
  - c) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

***I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.***

If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows:  
(The effective date of the Certification spans from the date of form completion through the end of the Certification year.)

Effective Date of Certification 4/12/16 through 12/31/ 2016

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

☐ Terminate HTW certification

Signature: Robert Jones MD

Printed Name: ROBERT JONES

Title: PHYSICIAN (OB-GYN)

Date: 4/13/16

FORM D: Healthy Texas Women Certification

Legal Business Name of  
Respondent:

The Heidi Group / Women's Wellness Coalition

Tyler Family Circle of Care

This certification pertains to the following billing or performing provider:

Provider Name DR STEPHANIE TYO

Federal Tax ID Number 45-2578435

NPI Number 1417277435

If provider does not have an NPI, Submission Date of Medicaid Application \_\_\_\_\_

Provider's primary billing address:

Street Address P.O. BOX 9929

Street Address City/State/Zip Code TYLER, TX 75711-9929

Telephone Number 903-535-9041

Provider's primary physical address:

Street Address 928 N. GLENWOOD

Street Address City/State/Zip Code TYLER, TX 75702

Telephone Number 903-535-9041

DEFINITIONS

For the purposes of this certification the following terms are defined as follows:

The term "affiliate" means:

An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:  
common ownership, management, or control;  
a franchise; or

the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term "Promote" means advancing, furthering, advocating, or popularizing elective abortion by, for example:  
taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;

furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider;  
or

using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.

My name is Stephanie Tyo. I am the provider or, if the provider is an organization, I am the provider's (title or position) PHYSICIAN (FAMILY MED). I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or if I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

1. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.  
☒ I affirm that this statement is true and correct.
2. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.  
☒ I affirm that this statement is true and correct.
3. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.  
☒ I affirm that this statement is true and correct.
4. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity, in particular:
  - a. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
  - b. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
  - c. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;
  - d. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.☒ I affirm that this statement is true and correct.
5. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.  
☒ I affirm that this statement is true and correct.



In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.
- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any of my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.
- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.
- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.
- If HHSC determines that I am ineligible to receive funds under the HTW Program:
  - a) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
  - b) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
  - c) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

***I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.***

If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows:  
(The effective date of the Certification spans from the date of form completion through the end of the Certification year.)

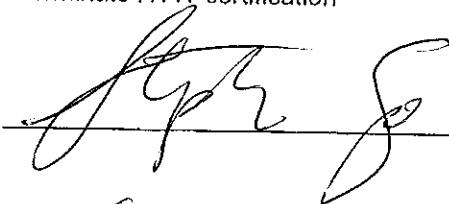
Effective Date of Certification 4/12/16 through 12/31/ 2016

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

☐ Terminate HTW certification

Signature: \_\_\_\_\_



Printed Name: \_\_\_\_\_

Stephanie Tyo

Title: \_\_\_\_\_

PHYSICIAN - FAMILY MEDICINE

Date: \_\_\_\_\_

4/13/16

FORM D: Healthy Texas Women Certification

Legal Business Name of  
Respondent:

The Heidi Group / Women's Wellness Coalition

Tyler Family Circle of Care

This certification pertains to the following billing or performing provider:

Provider Name STEPHANIE REED, RN, FNP-C

Federal Tax ID Number 45-2578435

NPI Number 1588689533

If provider does not have an NPI, Submission Date of Medicaid Application \_\_\_\_\_

Provider's primary billing address:

Street Address P.O. Box 9929

Street Address City/State/Zip Code TYLER, TX 75711-9929

Telephone Number 903-535-9041

Provider's primary physical address:

Street Address 928 N. GLENWOOD

Street Address City/State/Zip Code TYLER, TX 75702

Telephone Number 903-535-9041

DEFINITIONS

For the purposes of this certification the following terms are defined as follows:

The term "affiliate" means:

An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:  
common ownership, management, or control;  
a franchise; or

the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term "Promote" means advancing, furthering, advocating, or popularizing elective abortion by, for example:  
taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;  
furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider;  
or

using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or promotes elective abortions.

My name is Stephanie Reed. I am the provider or, if the provider is an organization, I am the provider's (title or position) Nurse Practitioner. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or if I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

1. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.  
☒ I affirm that this statement is true and correct.
2. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.  
☒ I affirm that this statement is true and correct.
3. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.  
☒ I affirm that this statement is true and correct.
4. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity, In particular:
  - a. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
  - b. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
  - c. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;
  - d. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.☒ I affirm that this statement is true and correct.
5. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.  
☒ I affirm that this statement is true and correct.

In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.
- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any of my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.
- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.
- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.
- If HHSC determines that I am ineligible to receive funds under the HTW Program:
  - a) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
  - b) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
  - c) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

*I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.*

If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows:  
(The effective date of the Certification spans from the date of form completion through the end of the Certification year.)

Effective Date of Certification 4/15/2016 through 12/31/ 2016

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

☐ Terminate HTW certification

Signature: Stephanie Reed

Printed Name: Stephanie Reed

Title: Family Nurse Practitioner

Date: 4-15-2016

## FORM D: Healthy Texas Women Certification

Legal Business Name of  
Respondent:

The Heidi Group / Women's Wellness Coalition

Valley Women's Care PLLC

This certification pertains to the following billing or performing provider:

Provider Name Ramiro Leal MD

Federal Tax ID Number 26-1404694

NPI Number 1356304281

If provider does not have an NPI, Submission Date of Medicaid Application \_\_\_\_\_

Provider's primary billing address:

Street Address 1900 S. Jackson Rd S 4

Street Address City/State/Zip Code Mc Allen, TX 78503

Telephone Number 956-971-9930

Provider's primary physical address:

Street Address 1900 S. Jackson Rd S 4

Street Address City/State/Zip Code Mc Allen, TX 78503

Telephone Number 956-971-9930

### DEFINITIONS

For the purposes of this certification the following terms are defined as follows:

The term "affiliate" means:

An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:  
common ownership, management, or control;  
a franchise; or

the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term "Promote" means advancing, furthering, advocating, or popularizing elective abortion by, for example:  
taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;  
furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider;  
or  
using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.

My name is Ramiro Leal MD. I am the provider or, if the provider is an organization, I am the provider's (title or position) Medical Director. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or if I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

1. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.  
☒ I affirm that this statement is true and correct.
2. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.  
☒ I affirm that this statement is true and correct.
3. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.  
☒ I affirm that this statement is true and correct.
4. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity. In particular:
  - a. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
  - b. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
  - c. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;
  - d. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.☒ I affirm that this statement is true and correct.
5. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.  
☒ I affirm that this statement is true and correct.



In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.
- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any of my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.
- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.
- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.
- If HHSC determines that I am ineligible to receive funds under the HTW Program:
  - a) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
  - b) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
  - c) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

***I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.***

If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows:  
(The effective date of the Certification spans from the date of form completion through the end of the Certification year.)

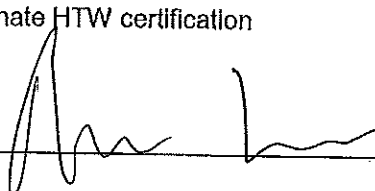
Effective Date of Certification 4/8/2016 through 12/31/ 2016

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

☐ Terminate HTW certification

Signature: \_\_\_\_\_



Printed Name: Ramiro Leal MD

Title: Medical Director

Date: 04/08/2016

FORM D: Healthy Texas Women Certification

Legal Business Name of  
Respondent:

The Heidi Group / Women's Wellness Coalition

Webster Family Care

This certification pertains to the following billing or performing provider:

Provider Name Zohira Siddiqi DO

Federal Tax ID Number 452989209

NPI Number 1952372252

If provider does not have an NPI, Submission Date of Medicaid Application \_\_\_\_\_

Provider's primary billing address:

Street Address 200 Medical Center Blvd #102

Street Address City/State/Zip Code Webster, TX 77598

Telephone Number 281 724 1271

Provider's primary physical address:

Street Address Same.

Street Address City/State/Zip Code ↑

Telephone Number \_\_\_\_\_

DEFINITIONS

For the purposes of this certification the following terms are defined as follows:

The term "affiliate" means:

An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:  
common ownership, management, or control;  
a franchise; or

the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term "Promote" means advancing, furthering, advocating, or popularizing elective abortion by, for example:  
taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;

furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider;

or

using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.

My name is Zohra F. Siddiqi DO.. I am the provider or, if the provider is an organization, I am the provider's (title or position) owner. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or if I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

1. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.  
☒ I affirm that this statement is true and correct.
2. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.  
☒ I affirm that this statement is true and correct.
3. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.  
☒ I affirm that this statement is true and correct.
4. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity, in particular:
  - a. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
  - b. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
  - c. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;
  - d. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.☒ I affirm that this statement is true and correct.
5. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.  
☒ I affirm that this statement is true and correct.

In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.
- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any of my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.
- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.
- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.
- If HHSC determines that I am ineligible to receive funds under the HTW Program:
  - a) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
  - b) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
  - c) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

***I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.***


If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows:  
(The effective date of the Certification spans from the date of form completion through the end of the Certification year.)

Effective Date of Certification 4/12/16 through 12/31/ 16

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

☐ Terminate HTW certification

Signature: 

Printed Name: Zohra F. Siddiqi DO

Title: Physician / Owner

Date: 4.12.16

## APPENDIX E: Healthy Texas Women Certification

Legal Business Name of  
Respondent:

The Heidi Group / Women's Wellness Coalition

*This certification pertains to the following billing or performing provider:*

Provider Name WISE CHOICES PREGNANCY RESOURCE CENTER

Federal Tax ID Number 75-2897889

NPI Number 1801240593

If provider does not have an NPI, Submission Date of Medicaid Application 4/19/16

*Provider's primary billing address:*

Street Address P.O. Box 875

City/State/Zip Code DECATUR, TX 76234

Telephone Number 940-627-6924

*Provider's primary physical address:*

Street Address 1004 N. TRINITY

City/State/Zip Code DECATUR, TX 76234

Telephone Number 940-627-6924

### DEFINITIONS

For the purposes of this certification the following terms are defined as follows:

The term "affiliate" means:

An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:  
common ownership, management, or control;  
a franchise; or  
the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term "Promote" means advancing, furthering, advocating, or popularizing elective abortion by, for example:  
taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;  
furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider;  
or  
using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.

My name is CONNIE McCrary. I am the provider or, if the provider is an organization, I am the provider's (title or position) CEO. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or if I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

1. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.  
☒ I affirm that this statement is true and correct.
2. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.  
☒ I affirm that this statement is true and correct.
3. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.  
☒ I affirm that this statement is true and correct.
4. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity, In particular:
  - a. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
  - b. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
  - c. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;
  - d. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.☒ I affirm that this statement is true and correct.
5. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.  
☒ I affirm that this statement is true and correct.



In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.
- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any of my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.
- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.
- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.
- If HHSC determines that I am ineligible to receive funds under the HTW Program:
  - a) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
  - b) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
  - c) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

***I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.***

If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows: (The effective date of the Certification spans from the date of form completion through the end of the Certification year.)

Effective Date of Certification 4/19/2016 through 12/31/ 2016

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

☐ Terminate HTW certification

Signature: AmcCravy

Printed Name: CONNIE A. McCRARY

Title: CEO

Date: 4/19/16

### **Section 3 – Value Added Benefits**

The Heidi Group/Women's Wellness Coalition (THG/WWC) valued-added services will be the unique manner in which recruitment is assessed. The direct connect 800 number produces a bill showing which subcontractor received the call, the duration of the call, and the ability to work with the subcontractor's call log with time and date to determine if recruitment callers became patients, and were assessed to eligibility, services, billing, and payment.

The second value-added service will be the continuing outreach to add additional providers to ensure quality medical care in every corner of Texas through the Texas Women's Health Program.

As part of this continued outreach, THG/WWC intends to pursue providing services to the colonias in the Rio Grande Valley. We continue to investigate potential subcontractors already providing services, but if this is not feasible, THG/WWC will purchase mobile units to provide services.

#### **Section 4 – Assumptions**

The Heidi Group/Women's Wellness Coalition makes no business, economic, legal, programmatic, or practical assumptions that underlie our response to the business proposal.

## **Section 5 – Appendices**

According to Section 3.8.1.5, respondents are not required to submit appendices to the business proposal. For Appendix E: Healthy Texas Women Certification, see Required State Forms in Section 7 of this response.



# HUB Subcontracting Plan (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

**NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).**

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.13 are:

- **11.2 percent for heavy construction other than building contracts,**
- **21.1 percent for all building construction, including general contractors and operative builders' contracts,**
- **32.9 percent for all special trade construction contracts,**
- **23.7 percent for professional services contracts,**
- **26.0 percent for all other services contracts, and**
- **21.1 percent for commodities contracts.**

## - - Agency Special Instructions/Additional Requirements - -

*In accordance with 34 TAC §20.14(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only the aggregate percentage of the contracts expected to be subcontracted to HUBs with which the respondent does not have a continuous contract\* in place for more than five (5) years shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.*

## **SECTION- RESPONDENT AND REQUISITION INFORMATION**

- a. Respondent (Company) Name: The Heidi Group, DBA Women's Wellness Coalition \_\_\_\_\_ State of Texas VID #: 17427579192 \_\_\_\_\_  
 Point of Contact: Becky Dean \_\_\_\_\_ Phone #: (512) 255-2088 \_\_\_\_\_  
 E-mail Address: becky@heidigroup.org \_\_\_\_\_ Fax #: (512) 255-2582 \_\_\_\_\_
- b. Is your company a State of Texas certified HUB? ☐ - Yes ☒ - No
- c. Requisition #: 529-16-0094 \_\_\_\_\_ Bid Open Date: \_\_\_\_\_  
 03/22/2016 (mm/dd/yyyy)

Enter your company's name here: The Heidi Group, DBA Women's Wellness Coalition \_\_\_\_\_ Requisition #: 529-16-0094 \_\_\_\_\_

## SECTION 2: RESPONDENT'S SUBCONTRACTING INTENTIONS

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, **including contracted staffing, goods, services, transportation and delivery will be subcontracted**. Note: In accordance with 34 TAC §20.11., a "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

☐ X- **Yes**, I will be subcontracting portions of the contract. (If **Yes**, complete Item b of this SECTION and continue to Item c of this SECTION.)

☐ - **No**, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources, including employees, goods, services, transportation and delivery. (If **No**, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you <u>do not</u> have a <u>continuous contract</u> * in place for <u>more than five (5) years</u> .	Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract</u> * in place for <u>more than five (5) years</u> .	Percentage of the contract expected to be subcontracted to non-HUBs.
1	Medical Care/Heathy Texas Women Activities	14.4%	0%	69.1%
2	Legal Services	0.1%	0%	0%
3	Printing Services	0.4%	0%	0%
4	Medical Supply	15.3%	0%	0%
5	Computer Equipment	0.1%	0%	0%
6	Office Furniture	0.6%	0%	0%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		30.9%	0%	69.1%

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <http://window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>).

c. Check the appropriate box (Yes or No) that indicates whether you will be using only Texas certified HUBs to perform all of the subcontracting opportunities you listed in SECTION 2, Item b.

- **Yes** (If **Yes**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)

X- **No** (If **No**, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract with Texas certified HUBs with which you do not have a continuous contract\* in place with for more than five (5) years, meets or exceeds the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements."

X- **Yes** (If **Yes**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)

- **No** (If **No**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed.)

**\*Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include transportation and delivery under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Enter your company's name here: The Heidi Group, DBA Women's Wellness Coalition

Requisition #: 529-16-0094

**SECTION-3 SELF PERFORMING JUSTIFICATION** (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.)

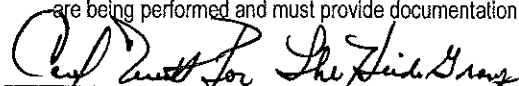
If you responded "No" to SECTION 2, Item a, in the space provided below explain how your company will perform the entire contract with its own employees, supplies, materials and/or equipment, to include transportation and delivery.

N/A

**SECTION-4: AFFIRMATION**

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- If The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- If The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report -- PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/progressassessmentrol.xls>).
- If The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- If The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.



Signature

Carol Everett  
Printed Name

CEO / Executive Director  
Title

4-29-16  
Date  
(mm/dd/yyyy)

**Reminder:**

- If you responded "Yes" to SECTION 2, Items c or d, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "No" SECTION 2, Items c and d, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.



# HSP Good Faith Effort - Method A (Attachment A)

Rev. 09/15

Enter your company's name here: The Heidi Group, DBA Women's Wellness Coalition Requisition #: 529-16-0094

**IMPORTANT:** If you responded "Yes" to SECTION 2, Items c or d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-gfe-achm-a.pdf>

## SECTION A-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: 1 Description: These subcontractors provide direct clinical care to Healthy Texas Women patients and the contract will provide them with reimbursement for enhancement activities for patients in this program

## SECTION A-2: SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the subcontracting opportunity you listed above in SECTION A-1. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.	Approximate Dollar Amount	Expected Percentage of Contract
Bryan Medical Associates	- Yes X- No		\$149,919	2.56%
Cheng Song OB/GYN	- Yes X- No		\$111,230	1.9%
Christy Scoggins Family Clinic	- Yes X- No		\$48,361	0.83%
Community Wellness Clinic	- Yes X- No		\$48,361	0.83%
Eliud Acevedo, MD	- Yes X- No		\$19,344	0.33%
Health4U Clinics	X- Yes - No	1272092752900	\$694,295	11.87%
Health Now Family Practice	- Yes X- No		\$48,361	0.83%
Hillside Family Health	X- Yes - No	1752894016000	\$147,726	2.53%
Life Choices Medical Clinic	- Yes X- No		\$120,903	2.07%
Pflugerville OB/GYN	- Yes X- No		\$82,214	1.41%
Tenison Women's Health Center	- Yes X- No		\$2,988,710	51.13%
Treat Now Family Clinic	- Yes X- No		\$101,561	1.74%
Tyler Family Circle of Care	- Yes X- No		\$53,197	0.91%
Valley Women's Clinic OB/GYN	- Yes X- No		\$29,017	0.5%
Webster Family Care	- Yes X- No		\$29,017	0.5%
Wise Choices Pregnancy Resource Center	- Yes X- No		\$101,561	1.74%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%

**REMINDER:** As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

## Rev. 09/15

**IMPORTANT:** If you responded **"Yes"** to **SECTION 2, Items c or d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at <http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-gfe-achm-a.pdf>

<b>Item Number: 2</b>	<b>Description: General legal services and consultation</b>
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Page 2 of 6  
(Attachment A)

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(Attachment A)

# HSP Good Faith Effort - Method A (Attachment A)

Rev. 09/15

Enter your company's name here: The Heidi Group, DBA Women's Wellness Coalition Requisition #: 529-16-0094

**IMPORTANT:** If you responded "Yes" to **SECTION 2, Items c or d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at <http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-gfe-achm-a.pdf>

## SECTION A-1: SUBCONTRACTING OPPORTUNITY

Enter the Item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: 4 Description: General medical supplies for clinics

## SECTION A-2: SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the subcontracting opportunity you listed above in SECTION A-1. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/passcmlsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.	Approximate Dollar Amount	Expected Percentage of Contract
Products Unlimited, Inc.	X- Yes - No	1752438342300	\$447,513	7.95%
Medical Wholesale, Inc.	X- Yes - No	1742405499100	\$447,513	7.95%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
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	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%

**REMINDER:** As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to **all** the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract **no later than ten (10) working days** after the contract is awarded.

# HSP Good Faith Effort - Method A (Attachment A)

Rev. 09/15

Enter your company's name here: The Heidi Group, DBA Women's Wellness Coalition \_\_\_\_\_ Requisition #: 529-16-0094

**IMPORTANT:** If you responded "Yes" to **SECTION 2, Items c or d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at <http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-qfe-achm-a.pdf>

## SECTION A-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: 5 Description: Desktop and laptop computers

## SECTION A-2: SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the subcontracting opportunity you listed above in SECTION A-1. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/passcmblsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.	Approximate Dollar Amount	Expected Percentage of Contract
M3 Associates, Inc.	X- Yes - No	1752395473700	\$6,500	0.1%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
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	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%

**REMINDER:** As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to **all** the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract **no later than ten (10) working days** after the contract is awarded.

# HSP Good Faith Effort - Method A (Attachment A)

Rev. 09/15

Enter your company's name here: The Heidi Group, DBA Women's Wellness Coalition Requisition #: 529-16-0094

**IMPORTANT:** If you responded "Yes" to **SECTION 2, Items c or d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at <http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-gfe-achm-a.pdf>

## SECTION A-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: 6 Description: Modular office furniture for employee work stations

## SECTION A-2: SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the subcontracting opportunity you listed above in SECTION A-1. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/passcmlsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.	Approximate Dollar Amount	Expected Percentage of Contract
CSG/Computer Support Group	X- Yes - No	1522139944500	\$2,400	>0.1%
R W Gonzalez Office Products Inc.	X- Yes - No	1223874665000	\$27,950	0.5%
Longhorn Office Products, Inc.	X- Yes - No	1742918255700	\$3,600	>0.1%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
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	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%

**REMINDER:** As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.



## HHS Enterprise Data Use Agreement - Attachment 2

### SECURITY AND PRIVACY INITIAL INQUIRY (SPI)

Email: [InfoSecurity@hhsc.state.tx.us](mailto:InfoSecurity@hhsc.state.tx.us)

If you are a bidder for a new procurement/contract, in order to participate in the bidding process, you must have corrected any "No" responses in sections B and C prior to the contract award date. If you are an applicant for an open enrollment, you must have corrected any "No" answers in Sections B and C below prior to performing any work on behalf of any HHS agency. For existing contracts or renewals with "No" responses, there must be an action plan for remediation of Section B and C within 30 days for HIPAA related contracts and 90 days for others.

#### SECTION A: APPLICANT/BIDDER INFORMATION (To be completed by Applicant/Bidder)

<b>1. Entity or Applicant/Bidder Legal Name</b>	Legal Name: The Heidi Group DBA Women's Wellness Address: 109 S. Harris, Suite 210 City: Round Rock State: TX ZIP: 78664 Main Telephone #: 512-255-2088 Website: <a href="http://www.heidigroup.org">www.heidigroup.org</a>
<b>2. Number of Employees, at all locations, in Applicant Bidder's Workforce</b> "Workforce" means all employees, volunteers, trainees, and other Persons whose conduct is under the direct control of Applicant/Bidder, whether or not they are paid by Applicant/Bidder. If Applicant/Bidder is a sole proprietor, the workforce may be only one employee.	Total Employees: 17
<b>3. Number of Subcontractors</b> (if Applicant/Bidder will not use subcontractors, enter "0")	Total Subcontractors: 16
<b>4. Name of Information Technology Security Official and Name of Privacy Official for Applicant/Bidder</b> (Privacy and Security Official may be the same person.)	<b>A. Security Official:</b> Name: Carol Everett Address: 109 S. Harris, Suite 210 City: Round Rock State: TX ZIP: 78664 Telephone #: 512-255-2088 Email Address: <a href="mailto:ce@heidigroup.org">ce@heidigroup.org</a> <b>B. Privacy Official:</b> Name: Carol Everett Address: 109 S. Harris, Suite 210 City: Round Rock State: TX ZIP: 78664 Telephone #: 512-255-2088 Email Address: <a href="mailto:ce@heidigroup.org">ce@heidigroup.org</a>

#### 5. HHS Agency Information Provide the following information if known.

Contract Mgr:	<input type="text"/>	Email Address:	<input type="text"/>	Agency:	<input type="text"/>
Telephone #:	<input type="text"/>	Requesting Dept:	<input type="text"/>	PO/Contract #:	<input type="text"/>

<b>6. Number of Storage Devices for HHS Confidential Information (as defined in the HHS Data Use Agreement (DUA))</b> Cloud Services involve using a network of remote servers hosted on the Internet to store, manage, and process data, rather than a local server or a personal computer. A Data Center is a centralized repository, either physical or virtual, for the storage, management, and dissemination of data and information organized around a particular body of knowledge or pertaining to a particular business.	Total # (Sum a-d) 36
<b>a. Devices.</b> Number of personal user computers, devices or drives, including mobile devices and mobile drives.	34
<b>b. Servers.</b> Number of Servers that are not in a data center or using Cloud Services.	1
<b>c. Cloud Services.</b> Number of Cloud Services in use.	0
<b>d. Data Centers.</b> Number of Data Centers in use.	1
<b>7. Number of unduplicated individuals for whom Applicant/Bidder reasonably expects to handle HHS Confidential Information during one year:</b>	<b>Select Option</b>
a. 499 individuals or less b. 500 to 999 individuals c. 1,000 to 99,999 individuals d. 100,000 individuals or more	<input checked="" type="radio"/> a. <input type="radio"/> b. <input type="radio"/> c. <input type="radio"/> d.
<b>8. HIPAA Business Associate Agreement</b>	<b>Yes or No</b>
<b>a.</b> Will Applicant/Bidder use, disclose, create, receive, transmit or maintain protected health information on behalf of a HIPAA-covered HHS agency for a HIPAA-covered function?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<b>b.</b> Does Applicant/Bidder have a Privacy Notice prominently displayed on a Webpage or a Public Office of Applicant/Bidder's business open to or that serves the public? (This is a HIPAA requirement. Answer "No" if not applicable, such as for agencies not covered by HIPAA.)	<input checked="" type="radio"/> Yes <input type="radio"/> No
<b>9. Subcontractors.</b> If the Applicant/Bidder responded "0" to Question 3 (indicating no subcontractors), check "No" for both 'a.' and 'b.' to indicate "N/A."	<b>Yes or No</b>
<b>a.</b> Does Applicant/Bidder require subcontractors to execute the DUA Attachment 1 Subcontractor Agreement Form?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<b>b.</b> Will Applicant/Bidder obtain written approval from an HHS agency before entering into any agreements with subcontractors to handle HHS Confidential Information on behalf of Applicant/Bidder?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<b>10. Does Applicant/Bidder have any Optional Insurance currently in place?</b> Optional Insurance provides coverage for: (1) Network Security and Privacy; (2) Data Breach; (3) Cyber Liability (lost data, lost use or delay/suspension in business, denial of service with e-business, the Internet, networks and informational assets, such as privacy, intellectual property, virus transmission, extortion, sabotage or web activities); (4) Electronic Media Liability; (5) Crime/Theft; (6) Advertising Injury and Personal Injury Liability; and (7) Crisis Management and Notification Expense Coverage.	<input checked="" type="radio"/> Yes <input type="radio"/> No



## Section B: PRIVACY RISK ANALYSIS AND ASSESSMENT (To be completed by Applicant/Bidder)

<b>1. Written Policies &amp; Procedures.</b> Does Applicant/Bidder have current written privacy and security policies and procedures that, at a minimum:	<b>Yes or No</b>
a. Does Applicant/Bidder have current written privacy and security policies and procedures that identify Authorized Users and Authorized Purposes (as defined in the DUA) relating to creation, receipt, maintenance, use, disclosure, access or transmission of HHS Confidential information?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u> No current HHS data. Attorney is reviewing and the Board will change to comply with HHS policy	<u>Compliance Date:</u> <b>June 1, 2016</b>
b. Does Applicant/Bidder have current written privacy and security policies and procedures that require Applicant/Bidder and its Workforce to comply with the applicable provisions of HIPAA and other laws referenced in the DUA, relating to creation, receipt, maintenance, use, disclosure, access or transmission of HHS Confidential Information on behalf of an HHS agency?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u> No current HHS data. Attorney is reviewing and the Board will change to comply with HHS policy.	<u>Compliance Date:</u> <b>June 1, 2016</b>
c. Does Applicant/Bidder have current written privacy and security policies and procedures that limit use or disclosure of HHS Confidential Information to the minimum that is necessary to fulfill the Authorized Purposes?	<input type="radio"/> Yes <input checked="" type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u> No current HHS data. Attorney is creating written privacy and security policies and procedures in accordance with HHS policy.	<u>Compliance Date:</u> <b>June 1, 2016</b>
d. Does Applicant/Bidder have current written privacy and security policies and procedures that respond to an actual or suspected breach of HHS Confidential Information, to include at a minimum (if any responses are "No" check "No" for all three): i. Immediate breach notification to the HHS agency, regulatory authorities, and other required Individuals or Authorities, in accordance with Article 4 of the DUA; ii. Following a documented breach response plan, in accordance with the DUA and applicable law; & iii. Notifying Individuals and Reporting Authorities whose HHS Confidential Information has been breached, as directed by the HHS agency?	<input type="radio"/> Yes <input checked="" type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u> No current HHS data. First work directly with HHS so attorney is creating privacy and security policies and procedures to comply with HHS policy.	<u>Compliance Date:</u> <b>June 1, 2016</b>
e. Does Applicant/Bidder have current written privacy and security policies and procedures that conduct annual workforce training and monitoring for and correction of any training delinquencies?	<input type="radio"/> Yes <input checked="" type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u> Attorney is creating written policies and procedures to comply with HHS policy.	<u>Compliance Date:</u> <b>June 1, 2016</b>

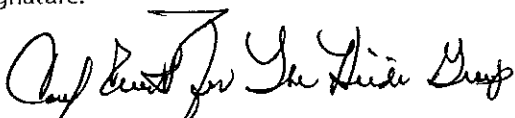
<p>f. Does Applicant/Bidder have current written privacy and security policies and procedures that permit or deny individual rights of access, and amendment or correction, when appropriate?</p>	<p><input type="radio"/> Yes <input checked="" type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u> Attorney is creating written privacy and security policies and procedures in accordance with HHS policy.</p>	<p><u>Compliance Date:</u> <b>June 1, 2016</b></p>
<p>g. Does Applicant/Bidder have current written privacy and security policies and procedures that permit only Authorized Users with up-to-date privacy and security training, and with a reasonable and demonstrable need to use, disclose, create, receive, maintain, access or transmit the HHS Confidential Information, to carry out an obligation under the DUA for an Authorized Purpose, unless otherwise approved in writing by an HHS agency?</p>	<p><input type="radio"/> Yes <input checked="" type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u> Attorney is creating writtten privacy and security policies and procedures in accordance with HHS policy.</p>	<p><u>Compliance Date:</u> <b>June 1, 2016</b></p>
<p>h. Does Applicant/Bidder have current written privacy and security policies and procedures that establish, implement and maintain proof of appropriate sanctions against any Workforce or Subcontractors who fail to comply with an Authorized Purpose or who is not an Authorized User, and used or disclosed HHS Confidential Information in violation of the DUA, the Base Contract or applicable law?</p>	<p><input type="radio"/> Yes <input checked="" type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u> Attorney is creating written privacy and security policies and procedures in accordance with HHS policy.</p>	<p><u>Compliance Date:</u> <b>June 1, 2016</b></p>
<p>i. Does Applicant/Bidder have current written privacy and security policies and procedures that require updates to policies, procedures and plans following major changes with use or disclosure of HHS Confidential Information within 60 days of identification of a need for update?</p>	<p><input type="radio"/> Yes <input checked="" type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u> Attorney is creating written privacy and security policies and procedures in accordance with HHS policy.</p>	<p><u>Compliance Date:</u> <b>June 1, 2016</b></p>
<p>j. Does Applicant/Bidder have current written privacy and security policies and procedures that restrict permissions or attempts to re-identify or further identify de-identified HHS Confidential Information, or attempt to contact any Individuals whose records are contained in the HHS Confidential Information, except for an Authorized Purpose, without express written authorization from an HHS agency or as expressly permitted by the Base Contract?</p>	<p><input type="radio"/> Yes <input checked="" type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u> No current HHS data. Attorney is creating written privacy and security policies and procedures in accordance with HHS policy.</p>	<p><u>Compliance Date:</u> <b>Juen 1, 2016</b></p>

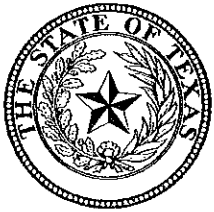
<p>k. Does Applicant/Bidder have current written privacy and security policies and procedures that prohibit offshoring, or the use, disclosure, creation, maintenance or transmission of HHS Confidential Information outside of the United States of America, without express written permission from the HHS agency?</p>	<p><input type="radio"/> Yes  <input checked="" type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u>  No current HHS data. Will be implemented in accordance with HHS policy.</p>	<p><u>Compliance Date:</u>  <b>July 1, 2016</b></p>
<p>l. Does Applicant/Bidder have current written privacy and security policies and procedures that require cooperation with HHS agencies' or federal regulatory inspections, audits or investigations related to compliance with the DUA or applicable law?</p>	<p><input type="radio"/> Yes  <input checked="" type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u>  No current HHS data. Will be implemented in accordance with HHS policy.</p>	<p><u>Compliance Date:</u>  <b>July 1, 2016</b></p>
<p>m. Does Applicant/Bidder have current written privacy and security policies and procedures that require appropriate standards and methods to destroy or dispose of HHS Confidential Information?</p>	<p><input type="radio"/> Yes  <input checked="" type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u>  No current HHS data. Will be implemented in accordance with HHS policy.</p>	<p><u>Compliance Date:</u>  <b>July 1, 2016</b></p>
<p>n. Does Applicant/Bidder have current written privacy and security policies and procedures that prohibit disclosure of Applicant/Bidder's work product done on behalf of HHS pursuant to the DUA, or to publish HHS Confidential Information without express prior approval of the HHS agency?</p>	<p><input type="radio"/> Yes  <input checked="" type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u>  No current HHS data. Will be implemented in accordance with HHS policy.</p>	<p><u>Compliance Date:</u>  <b>July 1, 2016</b></p>
<p>2. Does Applicant/Bidder have a current Workforce training program?  Training of Workforce must occur at least once every year, and within 30 days of date of hiring a new Workforce member who will handle HHS Confidential Information. Training must include: (1) privacy and security policies, procedures, plans and applicable requirements for handling HHS Confidential Information, (2) a requirement to complete training before access is given to HHS Confidential Information, and (3) written proof of training and a procedure for monitoring timely completion of training.</p>	<p><input type="radio"/> Yes  <input checked="" type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u>  No current HHS data. Will be implemented in accordance with HHS policy.</p>	<p><u>Compliance Date:</u>  <b>July 1, 2016</b></p>

<p><b>3. Does Applicant/Bidder have Privacy Safeguards to protect HHS Confidential Information in oral, paper and/or electronic form?</b></p> <p>"Privacy Safeguards" means protection of HHS Confidential Information by establishing, implementing and maintaining required Administrative, Physical and Technical policies, procedures, processes and controls, required by the DUA, HIPAA (45 CFR 164.530), Social Security Administration, Medicaid and laws, rules or regulations, as applicable. Administrative safeguards include administrative protections, policies and procedures for matters such as training, provision of access, termination, and review of safeguards, incident management, disaster recovery plans, and contract provisions. Technical safeguards include technical protections, policies and procedures, such as passwords, logging, emergencies, how paper is faxed or mailed, and electronic protections such as encryption of data. Physical safeguards include physical protections, policies and procedures, such as locks, keys, physical access, physical storage and trash.</p>	<p><input type="radio"/> Yes <input checked="" type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u> No current HHS data. Attorney is creating policy and procedures to comply with HHS policy.</p>	<p><u>Compliance Date:</u> <b>June 1, 2016</b></p>
<p><b>4. Does Applicant/Bidder and all subcontractors (if applicable) maintain a current list of Authorized Users who have access to HHS Confidential Information, whether oral, written or electronic?</b></p>	<p><input type="radio"/> Yes <input checked="" type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u> No current HHS data. Attorney is creating privacy policy and procedures to comply with HHS policy.</p>	<p><u>Compliance Date:</u> <b>June 1, 2016</b></p>
<p><b>5. Does Applicant/Bidder and all subcontractors (if applicable) monitor for and remove terminated employees or those no longer authorized to handle HHS Confidential Information from the list of Authorized Users?</b></p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u> No current HHS data. Attorney is creating specific privacy policy and procedures to comply with HHS policy.</p>	<p><u>Compliance Date:</u> <b>June 1, 2016</b></p>
<p><b>Section C: SECURITY RISK ANALYSIS AND ASSESSMENT (to be completed by Applicant/Bidder)</b></p>	
<p><b>This section is about your electronic system. If your business DOES NOT store, access, or transmit HHS Confidential Information in electronic systems (e.g., laptop, personal use computer, mobile device, database, server, etc.) select the box to the right, and "YES" will be entered for all questions in this section.</b></p>	<p><input type="checkbox"/> <b>No Electronic Systems</b></p>
<p><b>1. Does Applicant/Bidder ensure there are not any offshore (outside of the United States) services that access, create, disclose, receive, transmit or maintain HHS Confidential Information?</b></p>	<p><input type="radio"/> Yes <input checked="" type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u> No current HHS data. Attorney is creating privacy policy and procedures in compliance with HHS policy.</p>	<p><u>Compliance Date:</u> <b>June 1, 2016</b></p>
<p><b>2. Does Applicant/Bidder utilize an IT security-knowledgeable person or company to maintain or oversee the configurations of Applicant/Bidder's computing systems and devices?</b></p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u></p>	<p><u>Compliance Date:</u></p>

<p>3. Does Applicant/Bidder monitor and manage access to HHS Confidential Information (i.e., access is limited to Authorized Users, formal processes exist for granting access and validating need for remote access to Authorized Users, a formal process exists to validate the need of an Authorized User's remote access to HHS Confidential Information)?</p>	<p><input type="radio"/> Yes  <input checked="" type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u>  No current HHS data. Attorney is creating privacy policy and procedures to comply with HHS policy.</p>	<p><u>Compliance Date:</u>  <b>June 1, 2016</b></p>
<p>4. Does each member of Applicant/Bidder's Workforce who will use, disclose, create, receive, transmit or maintain HHS Confidential Information have a unique user name (account) and private password?</p>	<p><input type="radio"/> Yes  <input checked="" type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u>  No current HHS data. Will be created according to HHS policies and procedures as employees are hired.</p>	<p><u>Compliance Date:</u>  <b>July 1, 2016</b></p>
<p>5. Does Applicant/Bidder have a system for changing default passwords, requiring user password changes at least every 90 days, and prohibiting the creation of weak passwords for all computer systems that access or store HHS Confidential Information (e.g., require a minimum of 8 characters with a combination of uppercase, lowercase, special characters, and numerals, where possible)?</p>	<p><input type="radio"/> Yes  <input checked="" type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u>  No current HHS data. Will be created according to HHS policies and procedures as employees are hired.</p>	<p><u>Compliance Date:</u>  <b>July 1, 2016</b></p>
<p>6. Does Applicant/Bidder lock the password after a certain number of failed attempts and after 15 minutes of user inactivity in all computing devices that access or store HHS Confidential Information?</p>	<p><input type="radio"/> Yes  <input checked="" type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u>  No current HHS data. Will be implemented according to HHS policies and procedures as employees are hired.</p>	<p><u>Compliance Date:</u>  <b>July 1, 2016</b></p>
<p>7. Does Applicant/Bidder secure, manage and encrypt remote access to computer systems containing HHS Confidential Information, including wireless access, (i.e., access is limited to Authorized Users, a formal process exists for granting access to Authorized Users, a formal process exists to validate the need of an Authorized User's remote access to HHS Confidential Information, etc.)?</p>	<p><input type="radio"/> Yes  <input checked="" type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u>  No current HHS data. Will be implemented according to HHS policies and procedures.</p>	<p><u>Compliance Date:</u>  <b>July 1, 2016</b></p>

<p>8. Does Applicant/Bidder implement computer security configurations or settings for all computers and systems that access or store HHS Confidential Information? (e.g., non-essential features or services have been removed or disabled to reduce the threat of breach and to limit exploitation opportunities for hackers or intruders, etc.)</p>	<p><input type="radio"/> Yes <input checked="" type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u> No current HHS data. Will be implemented according to HHS policy.</p>	<p><u>Compliance Date:</u> <b>July 1, 2016</b></p>
<p>9. Does Applicant/Bidder secure physical access to computer, paper, or other systems containing HHS Confidential Information from unauthorized personnel and theft (e.g., door locks, cable locks, laptops are stored in the trunk of the car instead of the passenger area, etc.)?</p>	<p><input type="radio"/> Yes <input checked="" type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u> No current HHS data. Will be implemented according to HHS policy.</p>	<p><u>Compliance Date:</u> <b>July 1, 2016</b></p>
<p>10. Does Applicant/Bidder use encryption products to protect HHS Confidential Information that is transmitted over a public network (e.g., the Internet, WiFi, etc.) or that is stored on a computer system that is physically or electronically accessible to the public? (<u>FIPS 140-2 encryption</u>* preferred.)</p>	<p><input type="radio"/> Yes <input checked="" type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u> No current HHS data. Will be implemented according to HHS policy.</p>	<p><u>Compliance Date:</u> <b>July 1, 2016</b></p>
<p>11. Does Applicant/Bidder require Workforce members to formally acknowledge rules outlining their responsibilities for protecting HHS Confidential Information and associated systems containing HHS Confidential Information before their access is provided?</p>	<p><input type="radio"/> Yes <input checked="" type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u> No current HHS data. Will be implemented according to HHS policy.</p>	<p><u>Compliance Date:</u> <b>July 1, 2016</b></p>
<p>12. Is Applicant/Bidder willing to perform or submit to a criminal background check on Authorized Users?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u> Background criminal background check will be completed on all present and future employees.</p>	<p><u>Compliance Date:</u> <b>July 1, 2016</b></p>
<p>13. Does Applicant/Bidder store HHS Confidential Information on encrypted end-user electronic devices (e.g., laptops, USBs, tablets, smartphones, external hard drives, desktops, etc.) and can Applicant/Bidder produce evidence of the encryption, such as, a screen shot or a system report? (<u>FIPS 140-2 encryption</u>* preferred.)</p>	<p><input type="radio"/> Yes <input checked="" type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u> No current HHS data. Will be implemented in accordance with HHS policy.</p>	<p><u>Compliance Date:</u> <b>July 1, 2016</b></p>
<p>* For more information regarding FIPS 140-2 encryption products, refer to: <a href="http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/140val-all.htm">http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/140val-all.htm</a></p>	

<b>14. Does Applicant/Bidder prohibit the storage or creation of HHS Confidential Information on free Cloud Services or social media sites, unless there is an HHS-approved subcontractor agreement including an encryption-at-rest requirement with the service or site?</b>	<input type="radio"/> Yes <input checked="" type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u> No current HHS data. Will implement in accordance with HHS policy.	<u>Compliance Date:</u> <b>July 1, 2016</b>
<b>15. Does Applicant/Bidder keep current on security updates/patches (including firmware, software and applications) for computing systems that use, disclose, access, create, transmit, maintain or store HHS Confidential Information?</b>	<input type="radio"/> Yes <input checked="" type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u> No current HHS data but will implement according to HHS policy.	<u>Compliance Date:</u> <b>July 1, 2016</b>
<b>16. Do Applicant/Bidder's computing systems that use, disclose, access, create, transmit, maintain or store HHS Confidential Information contain up-to-date anti-malware and antivirus protection?</b>	<input type="radio"/> Yes <input checked="" type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u> No current HHS information but will implement according to HHS policy.	<u>Compliance Date:</u> <b>July 1, 2016</b>
<b>17. Does the Applicant/Bidder review system security logs on computing systems that access or store HHS Confidential Information for abnormal activity or security concerns on a regular basis?</b>	<input type="radio"/> Yes <input checked="" type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u> No current HHS data but will implement according to HHS policy.	<u>Compliance Date:</u> <b>July 1, 2016</b>
<b>18. Notwithstanding records retention requirements, do Applicant/Bidder's disposal processes for HHS Confidential Information ensure that HHS Confidential Information is destroyed so that it is unreadable or undecipherable?</b>	<input type="radio"/> Yes <input checked="" type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u> No current HHS data but will implement according to HHS policy.	<u>Compliance Date:</u> <b>July 1, 2016</b>
<b>Section D: Signature and Submission</b>	
Please sign the form digitally, if possible; if you can't, provide a handwritten signature.	
Signature: 	Date: 4-26-2016
To submit the completed, signed form, do one of the following: <ul style="list-style-type: none"> <li>Click the Submit by Email button. (When prompted, choose the Desktop Email Application option and click OK.)</li> <li>Attach it to an email to <a href="mailto:InfoSecurity@hhsc.state.tx.us">InfoSecurity@hhsc.state.tx.us</a>.</li> </ul> <div style="text-align: center;"> <input type="button" value="Submit by email"/> </div>	



**State of Texas**  
**Health & Human Services Commission**  
**Child Support Certification**

**I.**

Section 231.006, Texas Family Code, as amended by Section 82 of House Bill No. 433, 74th Regular Legislative Session (Acts 1995, 74th Leg., R.S., ch. 751), prohibits the payment of state funds under a grant, contract, or loan to

- a person who is more than 30 days delinquent in the payment of child support, and
- a business entity in which such a person is the sole proprietor, partner, shareholder or owner with an ownership interest of at least 25%.

Section 231.006 further provides that a person or business entity that is ineligible to receive payments for the reasons stated above shall continue to be ineligible to receive payments from the state under a contract, grant, or loan until

- all arrearages have been paid, or
- the person is in compliance with a written repayment agreement or court order as to any existing delinquency.

Section 231.006 further requires each bid, or application for a contract, grant, or loan to include

- the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25% of the business entity submitting the bid or application, and
- the statement in Part III below.

Section 231.006 authorizes a state agency to terminate a contract if it determines that statement required below is inaccurate or false. In the event the statement is determined to be false, the vendor is liable to the state for attorney's fees, costs necessary to complete the contract [including the cost of advertising and awarding a second contract], and any other damages provided by law or contract.

**II.**

In accordance with Section 231.006, the names and social security numbers of the individual identified in the contract, bid, or application, or of each person with a minimum 25% ownership interest in the business entity identified therein are provided below.

Name

Social Security #

Noreen Johnson  
Haywood Robinson  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**III.**

As required by Section 231.006, the undersigned certifies the following:

***"Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment, and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."***

\_\_\_\_\_  
Signature  
Noreen Johnson  
\_\_\_\_\_  
Printed Name

M.D.  
\_\_\_\_\_  
Title  
4/4/2016  
\_\_\_\_\_  
Date



**CERTIFICATION**  
**REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY**  
**AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS**

Federal Executive Orders 12549 and 12689 require the Texas Health and Human Services Commission (HHSC) to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

In this certification "contractor" refers to both contractor and subcontractor; "contract" refers to both contract and subcontract.

By signing and submitting this certification the potential contractor accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, or the HHSC may pursue available remedies, including suspension and/or debarment.
2. The potential contractor will provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract", "debarred", "suspended", "ineligible", "participant", "person", "principal", "proposal", and "voluntarily excluded", as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in the attachment.
4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it will not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, and/or the HHSC, as applicable.

Do you have or do you anticipate having subcontractors under this proposed contract? ..... ☐ Yes ☒ No

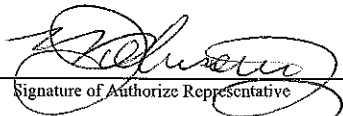
5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts" without modification, in all covered subcontracts and in solicitations for all covered subcontracts.
6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must, at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
7. Nothing contained in all the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, Department of Health and Human Services, United States Department of Agriculture, or other federal department or agency, as applicable, and/or the HHSC may pursue available remedies, including suspension and/or debarment.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS**

Indicate in the appropriate box which statement applies to the covered potential contractor:

☒ The potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency or by the State of Texas.

☐ The potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

Name of Potential Contractor <b>Bryan Medical Associates</b>	Vendor ID No. or Social Security No. <div style="background-color: black; width: 100px; height: 20px;"></div>	HHSC Contract No. (if applicable) <b>529-16-0094</b>
 Signature of Authorized Representative	<b>4/4/2016</b> Date	Printed/Typed Name and Title of Authorized Representative <b>Noreen Johnson M.D Medical Director</b>

**CERTIFICATION**  
**REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY**  
**AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS**

**DEFINITIONS**

**Covered Contracts/Subcontract.**

- (1) Any nonprocurement transaction which involves federal funds (regardless of amount and including such arrangements as subgrant and are between HHSC or its agents and another entity.
- (2) Any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$25,000) under a grant or subgrant.
- (3) Any procurement contract for goods or services between a participant and a person under a covered grant, subgrant, contract or subcontract, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction:
  - a. Principal investigators.
  - b. Providers of audit services required by the HHSC or federal funding source.
  - c. Researchers.

**Debarment.** An action taken by a debarring official in accordance with 45 CFR Part 76 (or comparable federal regulations) to exclude a person from participating in covered contracts. A person so excluded is "debarred".

**Grant.** An award of financial assistance, including cooperative agreements, in the form of money, or property in lieu of money, by the federal government to an eligible grantee.

**Ineligible.** Excluded from participation in federal nonprocurement programs pursuant to a determination of ineligibility under statutory, executive order, or regulatory authority, other than Executive Order 12549 and its agency implementing regulations; for example, excluded pursuant to the Davis-Bacon Act and its implement regulations, the equal employment opportunity acts and executive orders, or the environmental protection acts and executive orders. A person is ineligible where the determination of ineligibility affects such person's eligibility to participate in more than one covered transaction.

**Participant.** Any person who submits a proposal for, enters into, or reasonably may be expected to enter into a covered contract. This term also includes any person who acts on behalf of or is authorized to commit a participant in a covered contract as an agent or representative of another participant.

**Person.** Any individual, corporation, partnership, association, unit of government, or legal entity, however organized, except: foreign governments or foreign governmental entities, public international organizations, foreign government owned (in whole or in part) or controlled entities, and entities consisting wholly or partially of foreign governments or foreign governmental entities.

**Principal.** Officer, director, owner, partner, key employee, or other person within a participant with primary management or supervisory responsibilities; or a person who has a critical influence on or substantive control over a covered contract whether or not the person is employed by the participant. Persons who have a critical influence on or substantive control over a covered transaction are:

- (1) Principal investigators.
- (2) Providers of audit services required by the HHSC or federal funding source.
- (3) Researchers.

**Proposal.** A solicited or unsolicited bid, application, request, invitation to consider or similar communication by or on behalf of a person seeking to receive a covered contract.

**Suspension.** An action taken by a suspending official in accordance with 45 CFR Part 76 (or comparable federal regulations) that immediately excludes a person from participating in covered contracts for a temporary period, pending completion of an investigation and such legal, debarment, or Program Fraud Civil Remedies Act proceedings as may ensue. A person so excluded is "suspended".

**Voluntary exclusion or voluntarily excluded.** A status of nonparticipation or limited participation in covered transactions assumed by a person pursuant to the terms of a settlement.

**CERTIFICATION REGARDING FEDERAL LOBBYING**  
(Certification for Contracts, Grants, Loans, and Cooperative Agreements)

**PREAMBLE**

Federal legislation, Section 319 of Public Law 101-121 generally prohibits entities from using federally appropriated funds to lobby the executive or legislative branches of the federal government. Section 319 specifically requires disclosure of certain lobbying activities. A federal government-wide rule, "New Restrictions on Lobbying", published in the Federal Register, February 26, 1990, requires certification and disclosure in specific instances and defines terms:

**Covered Awards and Subawards**--Contracts, grants, and cooperative agreements over the \$100,000 threshold need (1) certifications, and (2) disclosures, if required. (See certification term number 2 concerning disclosure.)

**Lobbying**--To lobby means "to influence or attempt to influence an officer or employee of any agency (federal), a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following covered federal actions:

- the awarding of any federal contract,
- the making of any federal grant,
- the making of any federal loan,
- the entering into of any cooperative agreement, and
- the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement".

**Limited Use of Appropriated Funds Not Prohibited**--The prohibition on using appropriated funds does not apply to activities by one's own employees with respect to:

- liaison activities with federal agencies and Congress not directly related to a covered federal action;
- providing any information specifically requested by a federal agency or Congress;
- discussion and/or demonstration of products or services if not related to a specific solicitation or a covered action; or
- professional and technical services in preparing, submitting or negotiating any bid, proposal or application for a federal contract, grant loan or cooperative agreement or for meeting legal requirements conditional to receipt of any federal contract, grant, loan or cooperative agreement. (The prohibition also does not apply to such services provided by nonemployees for the same purposes.)

**Professional and Technical Services**--Professional and technical services shall be advice and analysis directly applying any professional or technical expertise. Note that the professional and technical services exemption is specifically limited to the merits of the matter.

**Other Allowable Activities**--The prohibition on use of federally appropriated funds does not apply to influencing activities not in connection with a specific covered federal action. These activities include those related to legislation and regulations for a program versus a specific covered federal action.

**Funds Other Than Federal Appropriations**--There is no federal restriction on the use of nonfederal funds to lobby the federal government for contracts, grants, and cooperative agreements.

**Applicability of Other State and Federal Requirements**--Neither the government-wide rule nor the law affect either (1) the applicability of cost principles in OMB circulars A-87 and A-122, or (2) riders to the Texas State Appropriations Acts which disallow use of state funds for lobbying.

**TERMS OF CERTIFICATION**

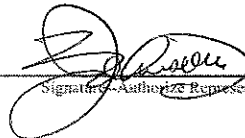
This certification applies only to the instant federal action for which the certification is being obtained and is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with these federally funded contract, subcontract, subgrant, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. (If needed, contact your Health and Human Services Commission procurement officer or contract manager to obtain a copy of Standard Form-LLL.)
3. The undersigned shall require that the language of this certification be included in the award documents for all covered subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all covered subrecipients will certify and disclose accordingly.

Do you have or do you anticipate having covered subawards under this transaction? ☐ Yes ☒ No

Name of Contractor/Potential Contractor <b>Bryan Medical Associates</b>	Vendor ID No. or Social Security No. [REDACTED]	HHSC Contract No. (if applicable) <b>529-16-0094</b>
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Name of Authorized Representative (type or print) <b>Noreen Johnson</b>	Title <b>M.D., Medical Director</b>	Signature of Authorized Representative 	Date <b>4/4/2016</b>
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TEXAS HEALTH AND HUMAN SERVICES COMMISSION

ANTI-TRUST CERTIFICATION

STATE OF TEXAS

COUNTY OF TRAVIS

CONTRACTOR hereby certifies to HHSC that neither the CONTRACTOR, nor the person represented by the CONTRACTOR, nor any person acting for the represented person has:

- a. violated the antitrust laws codified by Chapter 15, Business & Commerce Code, or the federal antitrust laws; or
- b. directly or indirectly communicated the bid/offer associated with this contract to a competitor or other person engaged in the same line of business.

CONTRACTOR hereby assigns to HHSC any and all claims for overcharges associated with this contract arising under the anti-trust laws of the United States, 15 U.S.C.A. Section 1, et. seq. (1973), as amended, and the anti-trust laws of the State of Texas, TEX. Bus. & Comm Code Ann. Section 15.01, et. seq. (1967), as amended.

  
Authorized signature

Noreen Johnson / Bryan Medical Associates  
Name of Contractor/Vendor

4/4/2016  
Date

Noreen Johnson M.D.  
Printed Name of Individual

M.D., Medical Director  
Title of Individual

**TEXAS HEALTH AND HUMAN SERVICES COMMISSION  
ANTI-TRUST CERTIFICATION FORM**

**INSTRUCTIONS**

**PURPOSE:**

The contractor certifies that neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such a firm, corporation or institution has violated the antitrust laws of this state, federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Antitrust violations are activities or practices that are noncompetitive or that attempt to restrain trade or commerce.

**PROCEDURES:**

This form should be included in the contract package if the anti-trust certification is not part of required certifications included in the contract.

The HHSC Program/Division that originates the request for the new contract is responsible to ensure that this form is included in the contract package forwarded to Administrative Services Development (ASD) for review, approval and execution. The anti-trust certification applies to contracts established with private vendors only.

Effective: August, 2004  
Revision Date: July 15, 2008

HHSC RFP No.: 529-16-0094  
Respondent's Name: The Heidi Group/Women's  
Wellness Coalition

### Respondent Information and Disclosures

Instructions: This form must be submitted as an attachment to the respondent's proposal.

<b>Part 1: General Respondent Information.</b>	
1. Organization's Legal Name: <u>The Heidi Group</u>	
2. Doing Business As: _____	
3. Physical Address: <u>109 S. Harris St. Ste. 210 Round Rock TX 78664</u>	
4. Mailing Address: <u>PO Box 2050 Round Rock TX 78680</u>	
5. Taxpayer Identification Number: <u>74-2757919</u>	
6. Legal Status (check one): <input type="checkbox"/> For-profit Entity <input checked="" type="checkbox"/> Non-profit Entity <input type="checkbox"/> Governmental Entity	
7. Business Structure (check one): <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Limited (Liability) Company <input type="checkbox"/> Partnership <input type="checkbox"/> Limited (Liability) Partnership <input type="checkbox"/> Joint Venture <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other (specify): _____	
8. State of Incorporation, If Applicable: _____	
9. Name of Parent Entity, If Applicable: _____	
10. HUB Status (check one): <input type="checkbox"/> State of Texas Certified Entity <input checked="" type="checkbox"/> Non-HUB Entity	
<b>Part 2: Respondent Contact Information.</b>	
1. Person Who Will Sign the Contract: Name: <u>Carol Everett</u> Title: <u>Founder/CEO</u> Mailing Address: <u>109 S. Harris St. Ste. 210 Round Rock TX 78664</u> Telephone: <u>(512) 255-2088</u> Fax: <u>(512) 255-2582</u> E-mail: <u>ce@heidigroup.org</u>	2. Primary Contact for Proposal Questions: Name: <u>Becky Dean</u> Title: <u>Director of Programs</u> Mailing Address: <u>109 S. Harris St. Ste. 210 Round Rock TX 78664</u> Telephone: <u>(512) 255-2088</u> Fax: <u>(512) 255-2582</u> E-mail: <u>becky@heidigroup.org</u>
<b>Part 3: Subcontractor Information.</b> Provide the following information for each proposed subcontractor. Attach additional pages if necessary.	
1. Organization's Legal Name: <u>Bryan Medical Associates</u>	
2. Doing Business As: <u>Brazos Medical Associates</u>	
3. Physical Address: <u>4112 E 29th St. Bryan TX 77802</u>	

Effective: August, 2004

Revision Date: July 15, 2008

HHSC RFP No.: 529-16-0094

Respondent's Name: The Heidi Group/Women's Wellhess Coalition

4. Mailing Address: 4112 E 29th St. Bryan TX 77802
5. Taxpayer Identification Number: 74-2205278
6. Legal Status (check one): ☒ For-profit Entity ☐ Non-profit Entity  
☐ Governmental Entity
7. Business Structure (check one): ☐ Corporation ☐ Limited (Liability) Company  
☒ Partnership ☐ Limited (Liability) Partnership  
☐ Joint Venture ☐ Sole Proprietorship  
☐ Other (specify):
8. State of Incorporation, If Applicable:
9. Name of Parent Entity, If Applicable:
10. HUB Status (check one): ☐ State of Texas Certified Entity ☒ Non-HUB Entity

Have you attached additional pages for Part 3? ☐ Yes ☒ No

**Part 4: Former Employees of a State Agency. Identify all respondent or subcontractor personnel who have worked for HHSC or another health and human services agency in the past two years. Attach additional pages if necessary.**

1. Name of former state employee: N/A
2. Job title at termination of state employment:
3. Date of termination of state employment:
4. Annual rate of compensation at termination:
5. Description of job responsibilities while state employee:

6. If the former state employee worked on matters relating to the RFP, describe those matters:

Have you attached additional pages for Part 4? ☐ Yes ☐ No

Effective: August, 2004  
Revision Date: July 15, 2008

HHSC RFP No.: 529-16-0094  
Respondent's Name: The Heidi Group/Women's  
Wellness Coalition

**Part 5: Conflicts of Interest.** Describe all facts or circumstances that may give rise to a potential conflict of interest, and describe all measures the respondent and its subcontractors will take to ensure that these facts or circumstances do not create an actual conflict of interest. Attach additional pages if necessary.

N/A

Have you attached additional pages for Part 5? ☐ Yes ☒ No

**Part 6: Litigation.** Disclose all pending, resolved, or completed litigation, mediation, arbitration, or other alternative dispute resolution procedure involving the respondent within the past 36 months. Include the cause number, court, parties' names, subject matter, relief sought, amount in controversy, and final disposition or status. Provide the same information for all subcontractors. Attach additional pages if necessary.

N/A

Have you attached additional pages for Part 6? ☐ Yes ☒ No







State of Texas  
Health & Human Services Commission

Child Support Certification

I.

Section 231.006, Texas Family Code, as amended by Section 82 of House Bill No. 433, 74th Regular Legislative Session (Acts 1995, 74th Leg., R.S., ch. 751), prohibits the payment of state funds under a grant, contract, or loan to

- a person who is more than 30 days delinquent in the payment of child support, and
- a business entity in which such a person is the sole proprietor, partner, shareholder or owner with an ownership interest of at least 25%.

Section 231.006 further provides that a person or business entity that is ineligible to receive payments for the reasons stated above shall continue to be ineligible to receive payments from the state under a contract, grant, or loan until

- all arrearages have been paid, or
- the person is in compliance with a written repayment agreement or court order as to any existing delinquency.

Section 231.006 further requires each bid, or application for a contract, grant, or loan to include

- the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25% of the business entity submitting the bid or application, and
- the statement in Part III below.

Section 231.006 authorizes a state agency to terminate a contract if it determines that statement required below is inaccurate or false. In the event the statement is determined to be false, the vendor is liable to the state for attorney's fees, costs necessary to complete the contract [including the cost of advertising and awarding a second contract], and any other damages provided by law or contract.

II.

In accordance with Section 231.006, the names and social security numbers of the individual identified in the contract, bid, or application, or of each person with a minimum 25% ownership interest in the business entity identified therein are provided below.

Name

Cheng Chien Song MD

Social Security #

[REDACTED]

III.

As required by Section 231.006, the undersigned certifies the following:

*"Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment, and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."*

Signature

Printed Name

Cheng Chien Song MD

Title

Date

Physician

03/28/2016

**CERTIFICATION  
REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS**

Federal Executive Orders 12549 and 12689 require the Texas Health and Human Services Commission (HHSC) to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

In this certification "contractor" refers to both contractor and subcontractor; "contract" refers to both contract and subcontract.

By signing and submitting this certification the potential contractor accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, or the HHSC may pursue available remedies, including suspension and/or debarment.
2. The potential contractor will provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract", "debarred", "suspended", "ineligible", "participant", "person", "principal", "proposal", and "voluntarily excluded", as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in the attachment.
4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it will not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, and/or the HHSC, as applicable.

Do you have or do you anticipate having subcontractors under this proposed contract? ☐ Yes ☒ No

5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts" without modification, in all covered subcontracts and in solicitations for all covered subcontracts.
6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must, at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
7. Nothing contained in all the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, Department of Health and Human Services, United States Department of Agriculture, or other federal department or agency, as applicable, and/or the HHSC may pursue available remedies, including suspension and/or debarment.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS**

Indicate in the appropriate box which statement applies to the covered potential contractor:

- ☒ The potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency or by the State of Texas.
- ☐ The potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

Name of Potential Contractor <b>Cheng Chien Song MD</b>	Vendor ID No. or Social Security No. <b>[REDACTED]</b>	HHSC Contract No. (if applicable) <b>529-16-0094</b>
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Signature of Authorized Representative <b>Cheng Chien Song</b>	Date <b>3/24/2016</b>	Printed/Typed Name and Title of Authorized Representative <b>Cheng Chien SONG MD Physician</b>
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**CERTIFICATION**  
**REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY**  
**AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS**

**DEFINITIONS**

**Covered Contracts/Subcontract.**

- (1) Any nonprocurement transaction which involves federal funds (regardless of amount and including such arrangements as subgrant and are between HHSC or its agents and another entity.
- (2) Any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$25,000) under a grant or subgrant.
- (3) Any procurement contract for goods or services between a participant and a person under a covered grant, subgrant, contract or subcontract, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction:
  - a. Principal investigators.
  - b. Providers of audit services required by the HHSC or federal funding source.
  - c. Researchers.

**Debarment.** An action taken by a debarring official in accordance with 45 CFR Part 76 (or comparable federal regulations) to exclude a person from participating in covered contracts. A person so excluded is "debarred".

**Grant.** An award of financial assistance, including cooperative agreements, in the form of money, or property in lieu of money, by the federal government to an eligible grantee.

**Ineligible.** Excluded from participation in federal nonprocurement programs pursuant to a determination of ineligibility under statutory, executive order, or regulatory authority, other than Executive Order 12549 and its agency implementing regulations; for example, excluded pursuant to the Davis-Bacon Act and its implement regulations, the equal employment opportunity acts and executive orders, or the environmental protection acts and executive orders. A person is ineligible where the determination of ineligibility affects such person's eligibility to participate in more than one covered transaction.

**Participant.** Any person who submits a proposal for, enters into, or reasonably may be expected to enter into a covered contract. This term also includes any person who acts on behalf of or is authorized to commit a participant in a covered contract as an agent or representative of another participant.

**Person.** Any individual, corporation, partnership, association, unit of government, or legal entity, however organized, except foreign governments or foreign governmental entities, public international organizations, foreign government owned (in whole or in part) or controlled entities, and entities consisting wholly or partially of foreign governments or foreign governmental entities.

**Principal.** Officer, director, owner, partner, key employee, or other person within a participant with primary management or supervisory responsibilities; or a person who has a critical influence on or substantive control over a covered contract whether or not the person is employed by the participant. Persons who have a critical influence on or substantive control over a covered transaction are:

- (1) Principal investigators.
- (2) Providers of audit services required by the HHSC or federal funding source.
- (3) Researchers.

**Proposal.** A solicited or unsolicited bid, application, request, invitation to consider or similar communication by or on behalf of a person seeking to receive a covered contract.

**Suspension.** An action taken by a suspending official in accordance with 45 CFR Part 76 (or comparable federal regulations) that immediately excludes a person from participating in covered contracts for a temporary period, pending completion of an investigation and such legal, debarment, or Program Fraud Civil Remedies Act proceedings as may ensue. A person so excluded is "suspended".

**Voluntary exclusion or voluntarily excluded.** A status of nonparticipation or limited participation in covered transactions assumed by a person pursuant to the terms of a settlement.

**CERTIFICATION REGARDING FEDERAL LOBBYING**  
(Certification for Contracts, Grants, Loans, and Cooperative Agreements)

**PREAMBLE**

Federal legislation, Section 319 of Public Law 101-121 generally prohibits entities from using federally appropriated funds to lobby the executive or legislative branches of the federal government. Section 319 specifically requires disclosure of certain lobbying activities. A federal government-wide rule, "New Restrictions on Lobbying", published in the Federal Register, February 26, 1990, requires certification and disclosure in specific instances and defines terms:

**Covered Awards and Subawards**--Contracts, grants, and cooperative agreements over the \$100,000 threshold need (1) certifications, and (2) disclosures, if required. (See certification term number 2 concerning disclosure.)

**Lobbying**--To lobby means "to influence or attempt to influence an officer or employee of any agency (federal), a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following covered federal actions:

- the awarding of any federal contract,
- the making of any federal grant,
- the making of any federal loan,
- the entering into of any cooperative agreement, and
- the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement."

**Limited Use of Appropriated Funds Not Prohibited**--The prohibition on using appropriated funds does not apply to activities by one's own employees with respect to:

- liaison activities with federal agencies and Congress not directly related to a covered federal action;
- providing any information specifically requested by a federal agency or Congress;
- discussion and/or demonstration of products or services if not related to a specific solicitation or a covered action; or
- professional and technical services in preparing, submitting or negotiating any bid, proposal or application for a federal contract, grant loan or cooperative agreement or for meeting legal requirements conditional to receipt of any federal contract, grant, loan or cooperative agreement. (The prohibition also does not apply to such services provided by nonemployees for the same purposes.)

**Professional and Technical Services**--Professional and technical services shall be advice and analysis directly applying any professional or technical expertise. Note that the professional and technical services exemption is specifically limited to the merits of the matter.

**Other Allowable Activities**--The prohibition on use of federally appropriated funds does not apply to influencing activities not in connection with a specific covered federal action. These activities include those related to legislation and regulations for a program versus a specific covered federal action.

**Funds Other Than Federal Appropriations**--There is no federal restriction on the use of nonfederal funds to lobby the federal government for contracts, grants, and cooperative agreements.

**Applicability of Other State and Federal Requirements**--Neither the government-wide rule nor the law affect either (1) the applicability of cost principles in OMB circulars A-87 and A-122, or (2) riders to the Texas State Appropriations Acts which disallow use of state funds for lobbying.

**TERMS OF CERTIFICATION**

This certification applies only to the instant federal action for which the certification is being obtained and is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with these federally funded contract, subcontract, subgrant, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. (If needed, contact your Health and Human Services Commission procurement officer or contract manager to obtain a copy of Standard Form-LLL.)
3. The undersigned shall require that the language of this certification be included in the award documents for all covered subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all covered subrecipients will certify and disclose accordingly.

Do you have or do you anticipate having covered subawards under this transaction? ☒ Yes ☐ No

Name of Contractor/Potential Contractor <i>Cheng Chian Song MD</i>	Vendor ID No. or Social Security No. [REDACTED]	HHS/C Contract No. (if applicable) <i>529-16-0094</i>
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Name of Authorized Representative (type or print) <i>Cheng Chian Song MD</i>	Title <i>Physician</i>
---	---------------------------

*Cheng Chian Song* 03/28/2016  
Signature--Authorized Representative Date

HHS/C  
5/24/95

TEXAS HEALTH AND HUMAN SERVICES COMMISSION

ANTI-TRUST CERTIFICATION

STATE OF TEXAS

COUNTY OF TRAVIS

CONTRACTOR hereby certifies to HHSC that neither the CONTRACTOR, nor the person represented by the CONTRACTOR, nor any person acting for the represented person has:

- a. violated the antitrust laws codified by Chapter 15, Business & Commerce Code, or the federal antitrust laws; or
- b. directly or indirectly communicated the bid/offer associated with this contract to a competitor or other person engaged in the same line of business.

CONTRACTOR hereby assigns to HHSC any and all claims for overcharges associated with this contract arising under the anti-trust laws of the United States, 15 U.S.C.A. Section 1, et. seq. (1973), as amended, and the anti-trust laws of the State of Texas, TEX. Bus. & Comm Code Ann. Section 15.01, et. seq. (1967), as amended.

Cheng Chien Song MD  
Authorized signature

Cheng Chien Song MD  
Name of Contractor/Vendor

03/24/2016  
Date

Cheng Chien SONG MD  
Printed Name of Individual

Physician  
Title of Individual

Effective Date: 04/02/2007

Revision Date:

**TEXAS HEALTH AND HUMAN SERVICES COMMISSION  
ANTI-TRUST CERTIFICATION FORM**

**INSTRUCTIONS**

**PURPOSE:**

The contractor certifies that neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such a firm, corporation or institution has violated the antitrust laws of this state, federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Antitrust violations are activities or practices that are noncompetitive or that attempt to restrain trade or commerce.

**PROCEDURES:**

This form should be included in the contract package if the anti-trust certification is not part of required certifications included in the contract.

The HHSC Program/Division that originates the request for the new contract is responsible to ensure that this form is included in the contract package forwarded to Administrative Services Development (ASD) for review, approval and execution. The anti-trust certification applies to contracts established with private vendors only.

Effective Date: 04/02/2007

Revision Date:

Effective: August, 2004  
Revision Date: July 15, 2008

HHSC RFP No.: 529-16-0094  
Respondent's Name: The Heidi Group /  
Women's Wellness Coalition

### Respondent Information and Disclosures

Instructions: This form must be submitted as an attachment to the respondent's proposal.

Part 1: General Respondent Information.	
1. Organization's Legal Name: <u>The Heidi Group</u>	
2. Doing Business As: _____	
3. Physical Address: <u>109 S. Harris St. Ste. 210 Round Rock TX 78664</u>	
4. Mailing Address: <u>PO Box 2050 Round Rock TX 78680</u>	
5. Taxpayer Identification Number: <u>74-2757919</u>	
6. Legal Status (check one): <input type="checkbox"/> For-profit Entity <input checked="" type="checkbox"/> Non-profit Entity <input type="checkbox"/> Governmental Entity	
7. Business Structure (check one): <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Limited (Liability) Company <input type="checkbox"/> Partnership <input type="checkbox"/> Limited (Liability) Partnership <input type="checkbox"/> Joint Venture <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other (specify): _____	
8. State of Incorporation, If Applicable: _____	
9. Name of Parent Entity, If Applicable: _____	
10. HUB Status (check one): <input type="checkbox"/> State of Texas Certified Entity <input checked="" type="checkbox"/> Non-HUB Entity	
Part 2: Respondent Contact Information.	
1. Person Who Will Sign the Contract: Name: <u>Carol Everett</u> Title: <u>Founder/CEO</u> Mailing Address: <u>109 S. Harris St.</u> <u>Ste 210 Round Rock TX 78664</u> Telephone: <u>(512) 255-2088</u> Fax: <u>(512) 255-2582</u> E-mail: <u>ce@heidigroup.org</u>	2. Primary Contact for Proposal Questions: Name: <u>Becky Dean</u> Title: <u>Director of Programs</u> Mailing Address: <u>109 S. Harris St.</u> <u>Ste. 210 Round Rock TX 78664</u> Telephone: <u>(512) 255-2088</u> Fax: <u>(512) 255-2582</u> E-mail: <u>becky@heidigroup.org</u>
Part 3: Subcontractor Information. Provide the following information for each proposed subcontractor. Attach additional pages if necessary.	
1. Organization's Legal Name: <u>Cheng Chien Song MD</u>	
2. Doing Business As: <u>Cheng Chien Song MD</u>	
3. Physical Address: <u>1001 12th Ave. Ste. 154 Fort Worth TX 76104</u>	



Revised: August 2004  
Revision Date: July 15, 2008

HHSC RFP No.: 529-16-0094  
Respondent's Name: The Heidi Group/Women's Wellness Coalition

4. Mailing Address: 1001 12th Ave Ste 154 Fort Worth TX 76104  
5. Taxpayer Identification Number: 75-290-6380  
6. Legal Status (check one): ☒ For-profit Entity ☐ Non-profit Entity  
☐ Governmental Entity  
7. Business Structure (check one): ☐ Corporation ☐ Limited (Liability) Company  
☐ Partnership ☐ Limited (Liability) Partnership  
☐ Joint Venture ☒ Sole Proprietorship  
☐ Other (specify): \_\_\_\_\_  
8. State of Incorporation, If Applicable: \_\_\_\_\_  
9. Name of Parent Entity, If Applicable: \_\_\_\_\_  
10. HUB Status (check one): ☐ State of Texas Certified Entity ☐ Non-HUB Entity  
Have you attached additional pages for Part 3? ☐ Yes ☒ No

Part 4: Former Employees of a State Agency. Identify all respondent or subcontractor personnel who have worked for HHSC or another health and human services agency in the past two years. Attach additional pages if necessary.

1. Name of former state employee: N/A  
2. Job title at termination of state employment: \_\_\_\_\_  
3. Date of termination of state employment: \_\_\_\_\_  
4. Annual rate of compensation at termination: \_\_\_\_\_  
5. Description of job responsibilities while state employee: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
6. If the former state employee worked on matters relating to the RFP, describe those matters: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Have you attached additional pages for Part 4? ☐ Yes ☒ No

Effective: August 2004  
Revision Date: July 18, 2008

HHSC RFP No.: 529-16-0094  
Respondent's Name: The Heidi Group/Women's  
Wellness Coalition

Part 5: Conflicts of Interest. Describe all facts or circumstances that may give rise to a potential conflict of interest, and describe all measures the respondent and its subcontractors will take to ensure that these facts or circumstances do not create an actual conflict of interest. Attach additional pages if necessary.

NONE

Have you attached additional pages for Part 5? ☐ Yes ☒ No

Part 6: Litigation. Disclose all pending, resolved, or completed litigation, mediation, arbitration, or other alternative dispute resolution procedure involving the respondent within the past 36 months. Include the cause number, court, parties' names, subject matter, relief sought, amount in controversy, and final disposition or status. Provide the same information for all subcontractors. Attach additional pages if necessary.

NONE

Have you attached additional pages for Part 6? ☐ Yes ☒ No

Effective: August 2004  
Revision Date: July 15, 2008

HHSC RFP No.: 529-16-0094  
Respondent's Name: The Heidi Group/Women's  
Wellness Coalition

**Part 7: Exceptions or Reservations to the RFP.** List all exceptions, reservations, and limitations to the terms and conditions of the RFP, including HHSC's UTCs. Respondents may not raise additional issues during contract discussions or negotiations, and HHSC may take all stated exceptions, reservations, or limitations to the RFP's terms and conditions into account during proposal evaluation. Attach additional pages if necessary.

*None*

Have you attached additional pages for Part 7? ☐ Yes ☒ No

**Part 8: Texas Public Information Act (PIA).** Complete this part if you assert one or more parts of the proposal are exempted from disclosure under the PIA. Attach additional pages if necessary.

1. Proposal Section: \_\_\_\_\_
2. PIA Exception\*: \_\_\_\_\_
3. Explanation of Why the Exception Applies: \_\_\_\_\_

\* The most commonly asserted exception is Texas Government Code §552.110 (trade secret, or commercial or financial information confidential by law).

Have you attached additional pages for Part 8? ☐ Yes ☒ No



State of Texas  
Health & Human Services Commission

Child Support Certification

I.

Section 231.006, Texas Family Code, as amended by Section 82 of House Bill No. 433, 74th Regular Legislative Session (Acts 1995, 74th Leg., R.S., ch. 751), prohibits the payment of state funds under a grant, contract, or loan to

- a person who is more than 30 days delinquent in the payment of child support, and
- a business entity in which such a person is the sole proprietor, partner, shareholder or owner with an ownership interest of at least 25%.

Section 231.006 further provides that a person or business entity that is ineligible to receive payments for the reasons stated above shall continue to be ineligible to receive payments from the state under a contract, grant, or loan until

- all arrearages have been paid, or
- the person is in compliance with a written repayment agreement or court order as to any existing delinquency.

Section 231.006 further requires each bid, or application for a contract, grant, or loan to include

- the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25% of the business entity submitting the bid or application, and
- the statement in Part III below.

Section 231.006 authorizes a state agency to terminate a contract if it determines that statement required below is inaccurate or false. In the event the statement is determined to be false, the vendor is liable to the state for attorney's fees, costs necessary to complete the contract [including the cost of advertising and awarding a second contract], and any other damages provided by law or contract.

II.

In accordance with Section 231.006, the names and social security numbers of the individual identified in the contract, bid, or application, or of each person with a minimum 25% ownership interest in the business entity identified therein are provided below.

Name  
Chris Scaggins

Social Security #

[Redacted]

III.

As required by Section 231.006, the undersigned certifies the following:

*"Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment, and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."*

Signature  
Chris Scaggins  
Printed Name  
Chris Scaggins

Title  
Owner  
Date  
4-1-16

**CERTIFICATION  
REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS**

Federal Executive Orders 12549 and 12689 require the Texas Health and Human Services Commission (HHSC) to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

In this certification "contractor" refers to both contractor and subcontractor; "contract" refers to both contract and subcontract.

By signing and submitting this certification the potential contractor accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, or the HHSC may pursue available remedies, including suspension and/or debarment.
2. The potential contractor will provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract", "debarred", "suspended", "ineligible", "participant", "person", "principal", "proposal", and "voluntarily excluded", as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in the attachment.
4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it will not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, and/or the HHSC, as applicable.

Do you have or do you anticipate having subcontractors under this proposed contract? ..... ☐ Yes ☒ No

5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts" without modification, in all covered subcontracts and in solicitations for all covered subcontracts.
6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must, at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
7. Nothing contained in all the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, Department of Health and Human Services, United States Department of Agriculture, or other federal department or agency, as applicable, and/or the HHSC may pursue available remedies, including suspension and/or debarment.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS**

Indicate in the appropriate box which statement applies to the covered potential contractor:

- ☒ The potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency or by the State of Texas.
- ☐ The potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

Name of Potential Contractor <i>Christy Scoggins</i>	Vendor ID Number/ Social Security No. [REDACTED]	HHSC Contract No. (if applicable) 529-16-0094
---	---	--

Signature of Authorized Representative <i>Christy Scoggins</i>	Date <i>4/14</i>	Printed/Typed Name and Title of Authorized Representative <i>Christy Scoggins</i>
---	---------------------	--

**CERTIFICATION**  
**REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY**  
**AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS**

**DEFINITIONS**

**Covered Contracts/Subcontract.**

- (1) Any nonprocurement transaction which involves federal funds (regardless of amount and including such arrangements as subgrant and are between HHSC or its agents and another entity.
- (2) Any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$25,000) under a grant or subgrant.
- (3) Any procurement contract for goods or services between a participant and a person under a covered grant, subgrant, contract or subcontract, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction:
  - a. Principal investigators.
  - b. Providers of audit services required by the HHSC or federal funding source.
  - c. Researchers.

**Debarment.** An action taken by a debarring official in accordance with 45 CFR Part 76 (or comparable federal regulations) to exclude a person from participating in covered contracts. A person so excluded is "debarred".

**Grant.** An award of financial assistance, including cooperative agreements, in the form of money, or property in lieu of money, by the federal government to an eligible grantee.

**Ineligible.** Excluded from participation in federal nonprocurement programs pursuant to a determination of ineligibility under statutory, executive order, or regulatory authority, other than Executive Order 12549 and its agency implementing regulations; for example, excluded pursuant to the Davis-Bacon Act and its implement regulations, the equal employment opportunity acts and executive orders, or the environmental protection acts and executive orders. A person is ineligible where the determination of ineligibility affects such person's eligibility to participate in more than one covered transaction.

**Participant.** Any person who submits a proposal for, enters into, or reasonably may be expected to enter into a covered contract. This term also includes any person who acts on behalf of or is authorized to commit a participant in a covered contract as an agent or representative of another participant.

**Person.** Any individual, corporation, partnership, association, unit of government, or legal entity, however organized, except: foreign governments or foreign governmental entities, public international organizations, foreign government owned (in whole or in part) or controlled entities, and entities consisting wholly or partially of foreign governments or foreign governmental entities.

**Principal.** Officer, director, owner, partner, key employee, or other person within a participant with primary management or supervisory responsibilities; or a person who has a critical influence on or substantive control over a covered contract whether or not the person is employed by the participant. Persons who have a critical influence on or substantive control over a covered transaction are:

- (1) Principal investigators.
- (2) Providers of audit services required by the HHSC or federal funding source.
- (3) Researchers.

**Proposal.** A solicited or unsolicited bid, application, request, invitation to consider or similar communication by or on behalf of a person seeking to receive a covered contract.

**Suspension.** An action taken by a suspending official in accordance with 45 CFR Part 76 (or comparable federal regulations) that immediately excludes a person from participating in covered contracts for a temporary period, pending completion of an investigation and such legal, debarment, or Program Fraud Civil Remedies Act proceedings as may ensue. A person so excluded is "suspended".

**Voluntary exclusion or voluntarily excluded.** A status of nonparticipation or limited participation in covered transactions assumed by a person pursuant to the terms of a settlement.

TEXAS HEALTH AND HUMAN SERVICES COMMISSION

ANTI-TRUST CERTIFICATION

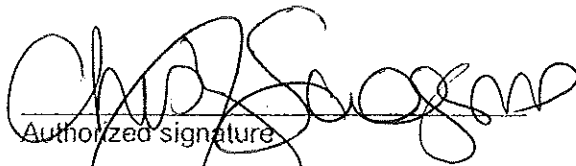
STATE OF TEXAS

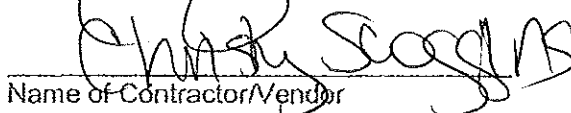
COUNTY OF TRAVIS

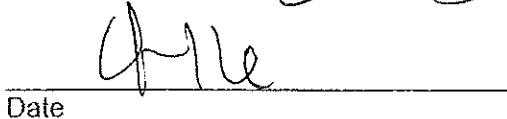
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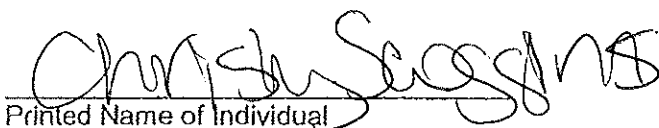
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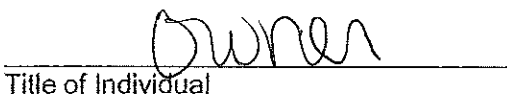
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Authorized signature

  
Name of Contractor/Vendor

  
Date

  
Printed Name of Individual

  
Title of Individual

Form Number: CPP0434

**TEXAS HEALTH AND HUMAN SERVICES COMMISSION  
ANTI-TRUST CERTIFICATION FORM**

**INSTRUCTIONS**

**PURPOSE:**

The contractor certifies that neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such a firm, corporation or institution has violated the antitrust laws of this state, federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Antitrust violations are activities or practices that are noncompetitive or that attempt to restrain trade or commerce.

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Effective Date: 04/02/2007

Revision Date:



**CERTIFICATION REGARDING FEDERAL LOBBYING**  
(Certification for Contracts, Grants, Loans, and Cooperative Agreements)

**PREAMBLE**

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**Lobbying**--To lobby means "to influence or attempt to influence an officer or employee of any agency (federal), a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following covered federal actions:

- the awarding of any federal contract,
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- the entering into of any cooperative agreement, and
- the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement".

**Limited Use of Appropriated Funds Not Prohibited**--The prohibition on using appropriated funds does not apply to activities by one's own employees with respect to:

- liaison activities with federal agencies and Congress not directly related to a covered federal action;
- providing any information specifically requested by a federal agency or Congress;
- discussion and/or demonstration of products or services if not related to a specific solicitation or a covered action; or
- professional and technical services in preparing, submitting or negotiating any bid, proposal or application for a federal contract, grant loan or cooperative agreement or for meeting legal requirements conditional to receipt of any federal contract, grant, loan or cooperative agreement. (The prohibition also does not apply to such services provided by nonemployees for the same purposes.)

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**Other Allowable Activities**--The prohibition on use of federally appropriated funds does not apply to influencing activities not in connection with a specific covered federal action. These activities include those related to legislation and regulations for a program versus a specific covered federal action.

**Funds Other Than Federal Appropriations**--There is no federal restriction on the use of nonfederal funds to lobby the federal government for contracts, grants, and cooperative agreements.

**Applicability of Other State and Federal Requirements**--Neither the government-wide rule nor the law affect either (1) the applicability of cost principles in OMB circulars A-87 and A-122, or (2) riders to the Texas State Appropriations Acts which disallow use of state funds for lobbying.

**TERMS OF CERTIFICATION**

This certification applies only to the instant federal action for which the certification is being obtained and is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with these federally funded contract, subcontract, subgrant, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. (If needed, contact your Health and Human Services Commission procurement officer or contract manager to obtain a copy of Standard Form-LLL.)
3. The undersigned shall require that the language of this certification be included in the award documents for all covered subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all covered subrecipients will certify and disclose accordingly.

Do you have or do you anticipate having covered subawards under this transaction? ☐ Yes ☒ No

Name of Contracting Federal Contractor <i>Chris Scoggin</i>	Vendor ID Ref. or Solicitation ID No. <i>529-16-0094</i>	HHSC Contract No. (if applicable) <i>529-16-0094</i>
--	---	---

Name of Authorized Representative (Last, first, initial) <i>Chris Scoggin</i>	Title <i>owner</i>
--	-----------------------

Signature of Authorized Representative

Date

Effective: August, 2004  
Revision Date: July 15, 2008

HHSC RFP No.: **512-16-0094**  
Respondent's Name: **The Heidi Group / Women's  
Wellness Coalition**

### Respondent Information and Disclosures

*Instructions: This form must be submitted as an attachment to the respondent's proposal.*

<b>Part 1: General Respondent Information.</b>	
1. Organization's Legal Name: <u>The Heidi Group</u>	
2. Doing Business As: <u>Women's Wellness Coalition</u>	
3. Physical Address: <u>109 S Harris Street Ste 210 Round Rock TX 78664</u>	
4. Mailing Address: <u>PO Box 2050 Round Rock TX 78680</u>	
5. Taxpayer Identification Number: <u>74-2757919</u>	
6. Legal Status (check one): <input type="checkbox"/> For-profit Entity <input checked="" type="checkbox"/> Non-profit Entity <input type="checkbox"/> Governmental Entity	
7. Business Structure (check one): <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Limited (Liability) Company <input type="checkbox"/> Partnership <input type="checkbox"/> Limited (Liability) Partnership <input type="checkbox"/> Joint Venture <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other (specify): _____	
8. State of Incorporation, If Applicable: _____	
9. Name of Parent Entity, If Applicable: _____	
10. HUB Status (check one): <input type="checkbox"/> State of Texas Certified Entity <input checked="" type="checkbox"/> Non-HUB Entity	
<b>Part 2: Respondent Contact Information.</b>	
1. Person Who Will Sign the Contract: Name: <u>Carol Everett</u> Title: <u>Founder / CEO</u> Mailing Address: <u>109 S Harris Street Ste 210 Round Rock TX 78664</u> Telephone: <u>(512) 255-2088</u> Fax: <u>(512)255-2582</u> E-mail: <u>ce@heidigroup.org</u>	2. Primary Contact for Proposal Questions: Name: <u>Becky Dean</u> Title: <u>Director of Programs</u> Mailing Address: <u>109 S Harris Street Ste 210 Round Rock TX 78664</u> Telephone: <u>(512) 255-2088</u> Fax: <u>(512) 255-2582</u> E-mail: <u>becky@heidigroup.org</u>
<b>Part 3: Subcontractor Information. Provide the following information for each proposed subcontractor. Attach additional pages if necessary.</b>	
1. Organization's Legal Name: <u>Christy Scoggins Family Clinic</u>	
2. Doing Business As: _____	
3. Physical Address: <u>1712 Hwy 1431 W Ste B Marble Falls TX 78654</u>	

Effective: August, 2004  
Revision Date: July 15, 2008

HHSC RFP No.: 529-16-0094  
Respondent's Name: The Heidi Group / Women's  
Wellness Coalition

4. Mailing Address: 1712 Hwy 1431 W Ste B Marble Falls TX 78654
5. Taxpayer Identification Number: [REDACTED]
6. Legal Status (check one): ☒ For-profit Entity ☐ Non-profit Entity  
☐ Governmental Entity
7. Business Structure (check one): ☐ Corporation ☐ Limited (Liability) Company  
☐ Partnership ☐ Limited (Liability) Partnership  
☐ Joint Venture ☒ Sole Proprietorship  
☐ Other (specify): \_\_\_\_\_
8. State of Incorporation, If Applicable: \_\_\_\_\_
9. Name of Parent Entity, If Applicable: \_\_\_\_\_
10. HUB Status (check one): ☐ State of Texas Certified Entity ☒ Non-HUB Entity

Have you attached additional pages for Part 3? ☐ Yes ☒ No

**Part 4: Former Employees of a State Agency. Identify all respondent or subcontractor personnel who have worked for HHSC or another health and human services agency in the past two years. Attach additional pages if necessary.**

1. Name of former state employee: N/A
2. Job title at termination of state employment: \_\_\_\_\_
3. Date of termination of state employment: \_\_\_\_\_
4. Annual rate of compensation at termination: \_\_\_\_\_
5. Description of job responsibilities while state employee: \_\_\_\_\_

6. If the former state employee worked on matters relating to the RFP, describe those matters:

Have you attached additional pages for Part 4? ☐ Yes ☒ No

Effective: August, 2004  
Revision Date: July 15, 2008

HHSC RFP No.: 529-16-0094  
Respondent's Name: The Heidi Group/ Women's  
Wellness Coalition

**Part 5: Conflicts of Interest.** *Describe all facts or circumstances that may give rise to a potential conflict of interest, and describe all measures the respondent and its subcontractors will take to ensure that these facts or circumstances do not create an actual conflict of interest. Attach additional pages if necessary.*

N/A

Have you attached additional pages for Part 5? ☐ Yes ☒ No

**Part 6: Litigation.** *Disclose all pending, resolved, or completed litigation, mediation, arbitration, or other alternative dispute resolution procedure involving the respondent within the past 36 months. Include the cause number, court, parties' names, subject matter, relief sought, amount in controversy, and final disposition or status. Provide the same information for all subcontractors. Attach additional pages if necessary.*

N/A

Have you attached additional pages for Part 6? ☐ Yes ☒ No

Effective: August, 2004  
Revision Date: July 15, 2008

HHSC RFP No.: 529-16-0094  
Respondent's Name: The Heidi Group/ Women's  
Wellness Coalition

**Part 7: Exceptions or Reservations to the RFP. List all exceptions, reservations, and limitations to the terms and conditions of the RFP, including HHSC's UTCs. Respondents may not raise additional issues during contract discussions or negotiations, and HHSC may take all stated exceptions, reservations, or limitations to the RFP's terms and conditions into account during proposal evaluation. Attach additional pages if necessary.**

N/A

Have you attached additional pages for Part 7? ☐ Yes ☒ No

**Part 8: Texas Public Information Act (PIA): Complete this part if you assert one or more parts of the proposal are excepted from disclosure under the PIA. Attach additional pages if necessary.**

1. Proposal Section: N/A
2. PIA Exception\*: \_\_\_\_\_
3. Explanation of Why the Exception Applies: \_\_\_\_\_

\* The most commonly asserted exception is Texas Government Code §552.110 (trade secret, or commercial or financial information confidential by law).

Have you attached additional pages for Part 8? ☐ Yes ☒ No



State of Texas  
Health & Human Services Commission

Child Support Certification

I.

Section 231.006, Texas Family Code, as amended by Section 82 of House Bill No. 433, 74th Regular Legislative Session (Acts 1995, 74th Leg., R.S., ch. 751), prohibits the payment of state funds under a grant, contract, or loan to

- a person who is more than 30 days delinquent in the payment of child support, and
- a business entity in which such a person is the sole proprietor, partner, shareholder or owner with an ownership interest of at least 25%.

Section 231.006 further provides that a person or business entity that is ineligible to receive payments for the reasons stated above shall continue to be ineligible to receive payments from the state under a contract, grant, or loan until

- all arrearages have been paid, or
- the person is in compliance with a written repayment agreement or court order as to any existing delinquency.

Section 231.006 further requires each bid, or application for a contract, grant, or loan to include

- the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25% of the business entity submitting the bid or application, and
- the statement in Part III below.

Section 231.006 authorizes a state agency to terminate a contract if it determines that statement required below is inaccurate or false. In the event the statement is determined to be false, the vendor is liable to the state for attorney's fees, costs necessary to complete the contract (including the cost of advertising and awarding a second contract), and any other damages provided by law or contract.

II.

In accordance with Section 231.006, the names and social security numbers of the individual identified in the contract, bid, or application, or of each person with a minimum 25% ownership interest in the business entity identified therein are provided below.

Name

Social Security #

Kimberly A. Zabal M.D. 100% [REDACTED]

III.

As required by Section 231.006, the undersigned certifies the following:

*"Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment, and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."*

Signature

Printed Name

Title

Date

Kerry GREGORY

Kerry GREGORY

Auth Rep

April 14, 2016

**CERTIFICATION  
REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS**

Federal Executive Orders 12549 and 12689 require the Texas Health and Human Services Commission (HHSC) to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

In this certification "contractor" refers to both contractor and subcontractor; "contract" refers to both contract and subcontract.

By signing and submitting this certification the potential contractor accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, or the HHSC may pursue available remedies, including suspension and/or debarment.
2. The potential contractor will provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract", "debarred", "suspended", "ineligible", "participant", "person", "principal", "proposal", and "voluntarily excluded", as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in the attachment.
4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it will not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, and/or the HHSC, as applicable.

Do you have or do you anticipate having subcontractors under this proposed contract? ☐ Yes ☒ No

5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts" without modification, in all covered subcontracts and in solicitations for all covered subcontracts.
6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must, at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
7. Nothing contained in all the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, Department of Health and Human Services, United States Department of Agriculture, or other federal department or agency, as applicable, and/or the HHSC may pursue available remedies, including suspension and/or debarment.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS**

Indicate in the appropriate box which statement applies to the covered potential contractor:

- ☒ The potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency or by the State of Texas.
- ☐ The potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

Name of Potential Contractor <u>Kimberly A. Zabal M.D.</u>	Vendor ID Number <div style="background-color: black; width: 100px; height: 1.2em;"></div>	HHSC Contract No. (if applicable) <u>529-16-0094</u>
<div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> <u>Kerry Gregory</u>  <small>Signature of Authorized Representative</small> </div> <div style="width: 20%; text-align: center;"> <u>04/14/2016</u>  <small>Date</small> </div> <div style="width: 40%;"> <div style="border: 1px solid black; padding: 2px;"> <small>Printed/Typed Name and Title of Authorized Representative</small>  <u>KERRY GREGORY</u> </div> </div> </div>		

**CERTIFICATION REGARDING FEDERAL LOBBYING**  
(Certification for Contracts, Grants, Loans, and Cooperative Agreements)

**PREAMBLE**

Federal legislation, Section 319 of Public Law 101-121 generally prohibits entities from using federally appropriated funds to lobby the executive or legislative branches of the federal government. Section 319 specifically requires disclosure of certain lobbying activities. A federal government-wide rule, "New Restrictions on Lobbying", published in the Federal Register, February 26, 1990, requires certification and disclosure in specific instances and defines terms:

**Covered Awards and Subawards**--Contracts, grants, and cooperative agreements over the \$100,000 threshold need (1) certifications, and (2) disclosures, if required. (See certification term number 2 concerning disclosure.)

**Lobbying**--To lobby means "to influence or attempt to influence an officer or employee of any agency (federal), a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following covered federal actions:

- the awarding of any federal contract,
- the making of any federal grant,
- the making of any federal loan,
- the entering into of any cooperative agreement, and
- the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement".

**Limited Use of Appropriated Funds Not Prohibited**--The prohibition on using appropriated funds does not apply to activities by one's own employees with respect to:

- liaison activities with federal agencies and Congress not directly related to a covered federal action;
- providing any information specifically requested by a federal agency or Congress;
- discussion and/or demonstration of products or services if not related to a specific solicitation or a covered action; or
- professional and technical services in preparing, submitting or negotiating any bid, proposal or application for a federal contract, grant loan or cooperative agreement or for meeting legal requirements conditional to receipt of any federal contract, grant, loan or cooperative agreement. (The prohibition also does not apply to such services provided by nonemployees for the same purposes.)

**Professional and Technical Services**--Professional and technical services shall be advice and analysis directly applying any professional or technical expertise. Note that the professional and technical services exemption is specifically limited to the merits of the matter.

**Other Allowable Activities**--The prohibition on use of federally appropriated funds does not apply to influencing activities not in connection with a specific covered federal action. These activities include those related to legislation and regulations for a program versus a specific covered federal action.

**Funds Other Than Federal Appropriations**--There is no federal restriction on the use of nonfederal funds to lobby the federal government for contracts, grants, and cooperative agreements.

**Applicability of Other State and Federal Requirements**--Neither the government-wide rule nor the law affect either (1) the applicability of cost principles in OMB circulars A-87 and A-122, or (2) riders to the Texas State Appropriations Acts which disallow use of state funds for lobbying.

**TERMS OF CERTIFICATION**

This certification applies only to the instant federal action for which the certification is being obtained and is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with these federally funded contract, subcontract, subgrant, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. (If needed, contact your Health and Human Services Commission procurement officer or contract manager to obtain a copy of Standard Form-LLL.)
3. The undersigned shall require that the language of this certification be included in the award documents for all covered subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all covered subrecipients will certify and disclose accordingly.

Do you have or do you anticipate having covered subawards under this transaction? ☐ Yes ☒ No

Name of Contractor/Potential Contractor <i>Kimberly A. Zabal M.D.</i>	Vendor ID No. or Social Security No. [REDACTED]	HHSC Contract No. (if applicable) <b>529-16-0094</b>
--	--	---

Name of Authorized Representative (type or print) <i>KERRY GREGORY</i>	Title <i>Auth Rep</i>	Signature--Authorized Representative <i>Kerry Gregory</i>	Date <i>04/14/2016</i>
---	--------------------------	--	---------------------------



TEXAS HEALTH AND HUMAN SERVICES COMMISSION

ANTI-TRUST CERTIFICATION

STATE OF TEXAS

COUNTY OF TRAVIS

CONTRACTOR hereby certifies to HHSC that neither the CONTRACTOR, nor the person represented by the CONTRACTOR, nor any person acting for the represented person has:

- a. violated the antitrust laws codified by Chapter 15, Business & Commerce Code, or the federal antitrust laws; or
- b. directly or indirectly communicated the bid/offer associated with this contract to a competitor or other person engaged in the same line of business.

CONTRACTOR hereby assigns to HHSC any and all claims for overcharges associated with this contract arising under the anti-trust laws of the United States, 15 U.S.C.A. Section 1, et. seq. (1973), as amended, and the anti-trust laws of the State of Texas, TEX. Bus. & Comm Code Ann. Section 15.01, et. seq. (1967), as amended.

Kerry Gregory  
Authorized signature

Kimberly A. Zabal M.D.  
Name of Contractor/Vendor

April 11, 2016  
Date

KERRY GREGORY  
Printed Name of Individual

Auth Rep  
Title of Individual

Effective: August, 2004  
Revision Date: July 15, 2008

HHSC RFP No.: 529-16-0094  
Respondent's Name: The Heidi Group / Women's  
Wellness Coalition

### Respondent Information and Disclosures

*Instructions: This form must be submitted as an attachment to the respondent's proposal.*

<b>Part 1: General Respondent Information.</b>	
1. Organization's Legal Name: <u>The Heidi Group</u>	
2. Doing Business As: <u>Women's Wellness Coalition</u>	
3. Physical Address: <u>109 S Harris St. Ste. 210 Round Rock, TX 78664</u>	
4. Mailing Address: <u>PO Box 2050 Round Rock, TX 78680</u>	
5. Taxpayer Identification Number: <u>74-2757919</u> <u>Text</u>	
6. Legal Status (check one): <input type="checkbox"/> For-profit Entity <input checked="" type="checkbox"/> Non-profit Entity <input type="checkbox"/> Governmental Entity	
7. Business Structure (check one): <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Limited (Liability) Company <input type="checkbox"/> Partnership <input type="checkbox"/> Limited (Liability) Partnership <input type="checkbox"/> Joint Venture <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other (specify): _____	
8. State of Incorporation, If Applicable: _____	
9. Name of Parent Entity, If Applicable: _____	
10. HUB Status (check one): <input type="checkbox"/> State of Texas Certified Entity <input checked="" type="checkbox"/> Non-HUB Entity	
<b>Part 2: Respondent Contact Information.</b>	
1. Person Who Will Sign the Contract: Name: <u>Carol Everett</u> Title: <u>Founder/CEO</u> Mailing Address: <u>109 S Harris St Ste 210</u> <u>Round Rock TX 78664</u> Telephone: <u>(512)255-2088</u> Fax: <u>(512)255-2582</u> E-mail: <u>ce@heidigroup.org</u>	2. Primary Contact for Proposal Questions: Name: <u>Becky Dean</u> Title: <u>Director of Programs</u> Mailing Address: <u>109 S Harris St Ste 210</u> <u>Round Rock TX 78664</u> Telephone: <u>(512)255-2088</u> Fax: <u>(512)255-2582</u> E-mail: <u>becky@heidigroup.org</u>
<b>Part 3: Subcontractor Information. Provide the following information for each proposed subcontractor. Attach additional pages if necessary.</b>	
1. Organization's Legal Name: <u>Kimberly A Zobal MD</u>	
2. Doing Business As: _____	
3. Physical Address: <u>201 Enterprise Row Ste 12 Conroe TX 77301</u>	

Effective: August, 2004  
Revision Date: July 15, 2008

HHSC RFP No.: 529-16-0094  
Respondent's Name: The Heidi Group / Women's  
Wellness Coalition

4. Mailing Address: \_\_\_\_\_
5. Taxpayer Identification Number: \_\_\_\_\_
6. Legal Status (check one): ☒ For-profit Entity ☐ Non-profit Entity  
☐ Governmental Entity
7. Business Structure (check one): ☐ Corporation ☐ Limited (Liability) Company  
☐ Partnership ☐ Limited (Liability) Partnership  
☐ Joint Venture ☒ Sole Proprietorship  
☐ Other (specify): \_\_\_\_\_
8. State of Incorporation, If Applicable: \_\_\_\_\_
9. Name of Parent Entity, If Applicable: \_\_\_\_\_
10. HUB Status (check one): ☐ State of Texas Certified Entity ☒ Non-HUB Entity

Have you attached additional pages for Part 3? ☐ Yes ☒ No

**Part 4: Former Employees of a State Agency. Identify all respondent or subcontractor personnel who have worked for HHSC or another health and human services agency in the past two years. Attach additional pages if necessary.**

1. Name of former state employee: N/A
2. Job title at termination of state employment: \_\_\_\_\_
3. Date of termination of state employment: \_\_\_\_\_
4. Annual rate of compensation at termination: \_\_\_\_\_
5. Description of job responsibilities while state employee: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

6. If the former state employee worked on matters relating to the RFP, describe those matters:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Have you attached additional pages for Part 4? ☐ Yes ☒ No

Effective: August, 2004  
Revision Date: July 15, 2008

HHSC RFP No.: 529-16-0094  
Respondent's Name: The Heidi Group / Women's  
Wellness Coalition

**Part 5: Conflicts of Interest.** *Describe all facts or circumstances that may give rise to a potential conflict of interest, and describe all measures the respondent and its subcontractors will take to ensure that these facts or circumstances do not create an actual conflict of interest. Attach additional pages if necessary.*

N/A

Have you attached additional pages for Part 5? ☐ Yes ☒ No

**Part 6: Litigation.** *Disclose all pending, resolved, or completed litigation, mediation, arbitration, or other alternative dispute resolution procedure involving the respondent within the past 36 months. Include the cause number, court, parties' names, subject matter, relief sought, amount in controversy, and final disposition or status. Provide the same information for all subcontractors. Attach additional pages if necessary.*

N/A

Have you attached additional pages for Part 6? ☐ Yes ☒ No

Effective: August, 2004  
Revision Date: July 15, 2008

HHSC RFP No.: 529-16-0094  
Respondent's Name: The Heidi Group / Women's  
Wellness Coalition

**Part 7: Exceptions or Reservations to the RFP. List all exceptions, reservations, and limitations to the terms and conditions of the RFP, including HHSC's UTCs. Respondents may not raise additional issues during contract discussions or negotiations, and HHSC may take all stated exceptions, reservations, or limitations to the RFP's terms and conditions into account during proposal evaluation. Attach additional pages if necessary.**

N/A

Have you attached additional pages for Part 7? ☐ Yes ☒ No

**Part 8: Texas Public Information Act (PIA): Complete this part if you assert one or more parts of the proposal are excepted from disclosure under the PIA. Attach additional pages if necessary.**

1. Proposal Section: N/A

2. PIA Exception\*:

3. Explanation of Why the Exception Applies:

\* The most commonly asserted exception is Texas Government Code §552.110 (trade secret, or commercial or financial information confidential by law).

Have you attached additional pages for Part 8? ☐ Yes ☒ No



State of Texas  
Health & Human Services Commission

Child Support Certification

I.

Section 231.006, Texas Family Code, as amended by Section 82 of House Bill No. 433, 74th Regular Legislative Session (Acts 1995, 74th Leg., R.S., ch. 751), prohibits the payment of state funds under a grant, contract, or loan to

- a person who is more than 30 days delinquent in the payment of child support, and
- a business entity in which such a person is the sole proprietor, partner, shareholder or owner with an ownership interest of at least 25%.

Section 231.006 further provides that a person or business entity that is ineligible to receive payments for the reasons stated above shall continue to be ineligible to receive payments from the state under a contract, grant, or loan until

- all arrearages have been paid, or
- the person is in compliance with a written repayment agreement or court order as to any existing delinquency.

Section 231.006 further requires each bid, or application for a contract, grant, or loan to include

- the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25% of the business entity submitting the bid or application, and
- the statement in Part III below.

Section 231.006 authorizes a state agency to terminate a contract if it determines that statement required below is inaccurate or false. In the event the statement is determined to be false, the vendor is liable to the state for attorney's fees, costs necessary to complete the contract [including the cost of advertising and awarding a second contract], and any other damages provided by law or contract.

II.

In accordance with Section 231.006, the names and social security numbers of the individual identified in the contract, bid, or application, or of each person with a minimum 25% ownership interest in the business entity identified therein are provided below.

Name	Social Security #
Juan F. Caceres M.D. 100%	74-2770844
_____	_____
_____	_____
_____	_____

III.

As required by Section 231.006, the undersigned certifies the following:

*"Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment, and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."*

*Kerry Gregory*

Signature

KERRY GREGORY

Printed Name

Title

*Authorized Representative*

Date

*April 14, 2016*

**CERTIFICATION  
REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS**

Federal Executive Orders 12549 and 12689 require the Texas Health and Human Services Commission (HHSC) to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

In this certification "contractor" refers to both contractor and subcontractor; "contract" refers to both contract and subcontract.

By signing and submitting this certification the potential contractor accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, or the HHSC may pursue available remedies, including suspension and/or debarment.
2. The potential contractor will provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract", "debarred", "suspended", "ineligible", "participant", "person", "principal", "proposal", and "voluntarily excluded", as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in the attachment.
4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it will not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, and/or the HHSC, as applicable.

Do you have or do you anticipate having subcontractors under this proposed contract? ☐ Yes ☒ No

5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts" without modification, in all covered subcontracts and in solicitations for all covered subcontracts.
6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must, at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
7. Nothing contained in all the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, Department of Health and Human Services, United States Department of Agriculture, or other federal department or agency, as applicable, and/or the HHSC may pursue available remedies, including suspension and/or debarment.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS**

Indicate in the appropriate box which statement applies to the covered potential contractor:

☒ The potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency or by the State of Texas.

☐ The potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

Name of Potential Contractor	Vendor ID No. or Social Security No.	HHSC Contract No. (if applicable)
Juan F. Caceres, M.D.	74-277 0844	529-16-0094
Printed/Typed Name and Title of Authorized Representative		
Kerry Gregory	04/14/2010	Kerry Gregory
Signature of Authorized Representative	Date	

**CERTIFICATION REGARDING FEDERAL LOBBYING**  
(Certification for Contracts, Grants, Loans, and Cooperative Agreements)

**PREAMBLE**

Federal legislation, Section 319 of Public Law 101-121 generally prohibits entities from using federally appropriated funds to lobby the executive or legislative branches of the federal government. Section 319 specifically requires disclosure of certain lobbying activities. A federal government-wide rule, "New Restrictions on Lobbying", published in the Federal Register, February 26, 1990, requires certification and disclosure in specific instances and defines terms:

**Covered Awards and Subawards**--Contracts, grants, and cooperative agreements over the \$100,000 threshold need (1) certifications, and (2) disclosures, if required. (See certification term number 2 concerning disclosure.)

**Lobbying**--To lobby means "to influence or attempt to influence an officer or employee of any agency (federal), a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following covered federal actions:

- the awarding of any federal contract,
- the making of any federal grant,
- the making of any federal loan,
- the entering into of any cooperative agreement, and
- the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement".

**Limited Use of Appropriated Funds Not Prohibited**--The prohibition on using appropriated funds does not apply to activities by one's own employees with respect to:

- liaison activities with federal agencies and Congress not directly related to a covered federal action;
- providing any information specifically requested by a federal agency or Congress;
- discussion and/or demonstration of products or services if not related to a specific solicitation or a covered action; or
- professional and technical services in preparing, submitting or negotiating any bid, proposal or application for a federal contract, grant loan or cooperative agreement or for meeting legal requirements conditional to receipt of any federal contract, grant, loan or cooperative agreement. (The prohibition also does not apply to such services provided by nonemployees for the same purposes.)

**Professional and Technical Services**--Professional and technical services shall be advice and analysis directly applying any professional or technical expertise. Note that the professional and technical services exemption is specifically limited to the merits of the matter.

**Other Allowable Activities**--The prohibition on use of federally appropriated funds does not apply to influencing activities not in connection with a specific covered federal action. These activities include those related to legislation and regulations for a program versus a specific covered federal action.

**Funds Other Than Federal Appropriations**--There is no federal restriction on the use of nonfederal funds to lobby the federal government for contracts, grants, and cooperative agreements.

**Applicability of Other State and Federal Requirements**--Neither the government-wide rule nor the law affect either (1) the applicability of cost principles in OMB circulars A-87 and A-122, or (2) riders to the Texas State Appropriations Acts which disallow use of state funds for lobbying.

**TERMS OF CERTIFICATION**

This certification applies only to the instant federal action for which the certification is being obtained and is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with these federally funded contract, subcontract, subgrant, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. (If needed, contact your Health and Human Services Commission procurement officer or contract manager to obtain a copy of Standard Form-LLL.)
3. The undersigned shall require that the language of this certification be included in the award documents for all covered subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all covered subrecipients will certify and disclose accordingly.

Do you have or do you anticipate having covered subawards under this transaction? ..... ☐ Yes ☒ No

Name of Contractor/Potential Contractor <b>Juan F. Caceres, M.D.</b>	Vendor ID No. or Social Security No. <b>74-2770844</b>	HHSC Contract No. (if applicable) <b>529-16-0094</b>
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Name of Authorized Representative (type or print) <b>KERRY GREGORY</b>	Title <b>Auth Representative</b>	Signature <b>Kerry Gregory</b>	Date <b>04/14/2016</b>
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TEXAS HEALTH AND HUMAN SERVICES COMMISSION

ANTI-TRUST CERTIFICATION

STATE OF TEXAS

COUNTY OF TRAVIS

CONTRACTOR hereby certifies to HHSC that neither the CONTRACTOR, nor the person represented by the CONTRACTOR, nor any person acting for the represented person has:

- a. violated the antitrust laws codified by Chapter 15, Business & Commerce Code, or the federal antitrust laws; or
- b. directly or indirectly communicated the bid/offer associated with this contract to a competitor or other person engaged in the same line of business.

CONTRACTOR hereby assigns to HHSC any and all claims for overcharges associated with this contract arising under the anti-trust laws of the United States, 15 U.S.C.A. Section 1, et. seq. (1973), as amended, and the anti-trust laws of the State of Texas, TEX. Bus. & Comm Code Ann. Section 15.01, et. seq. (1967), as amended.

Kenny Gregory  
Authorized signature

Juan F. Caceres, M.D.  
Name of Contractor/Vendor

April 11, 2016  
Date

KERRY GREGORY  
Printed Name of Individual

Authorized Representative  
Title of Individual

Effective: August, 2004  
Revision Date: July 15, 2008

HHSC RFP No.: 512-16-0094  
Respondent's Name: The Heidi Group / Women's  
Wellness Coalition

### Respondent Information and Disclosures

*Instructions: This form must be submitted as an attachment to the respondent's proposal.*

<b>Part 1: General Respondent Information.</b>	
1. Organization's Legal Name: <u>The Heidi Group</u>	
2. Doing Business As: <u>Women's Wellness Coalition</u>	
3. Physical Address: <u>109 S Harris Street Ste 210 Round Rock TX 78664</u>	
4. Mailing Address: <u>PO Box 2050 Round Rock TX 78680</u>	
5. Taxpayer Identification Number: <u>74-2757919</u>	
6. Legal Status (check one): <input type="checkbox"/> For-profit Entity <input checked="" type="checkbox"/> Non-profit Entity <input type="checkbox"/> Governmental Entity	
7. Business Structure (check one): <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Limited (Liability) Company <input type="checkbox"/> Partnership <input type="checkbox"/> Limited (Liability) Partnership <input type="checkbox"/> Joint Venture <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other (specify): _____	
8. State of Incorporation, If Applicable: _____	
9. Name of Parent Entity, If Applicable: _____	
10. HUB Status (check one): <input type="checkbox"/> State of Texas Certified Entity <input checked="" type="checkbox"/> Non-HUB Entity	
<b>Part 2: Respondent Contact Information.</b>	
1. Person Who Will Sign the Contract: Name: <u>Carol Everett</u> Title: <u>Founder / CEO</u> Mailing Address: <u>109 S Harris Street Ste 210 Round Rock TX 78664</u> Telephone: <u>(512) 255-2088</u> Fax: <u>(512)255-2582</u> E-mail: <u>ce@heidigroup.org</u>	2. Primary Contact for Proposal Questions: Name: <u>Becky Dean</u> Title: <u>Director of Programs</u> Mailing Address: <u>109 S Harris Street Ste 210 Round Rock TX 78664</u> Telephone: <u>(512) 255-2088</u> Fax: <u>(512) 255-2582</u> E-mail: <u>becky@heidigroup.org</u>
<b>Part 3: Subcontractor Information. Provide the following information for each proposed subcontractor. Attach additional pages if necessary.</b>	
1. Organization's Legal Name: <u>Juan F Caceres, MD</u>	
2. Doing Business As: _____	
3. Physical Address: <u>201 Enterprise Row, Ste 12 Conroe TX 77301</u>	

Effective: August 2004  
Revision Date: July 15, 2008

HHSC RFP No.: \_\_\_\_\_  
Respondent's Name: Juan F. Caceres M.D.

### Respondent Information and Disclosures

Instructions: This form must be submitted as an attachment to the respondent's proposal.

Part 1: General Respondent Information.	
1. Organization's Legal Name: <u>Juan F. Caceres, M.D.</u>	
2. Doing Business As: <u>Juan F. Caceres, M.D.</u>	
3. Physical Address: <u>201 Enterprise Row, Ste 12, CONROE, TX 77301</u>	
4. Mailing Address: <u>Same</u>	
5. Taxpayer Identification Number: <u>74-2770844</u>	
6. Legal Status (check one): <input checked="" type="checkbox"/> For-profit Entity <input type="checkbox"/> Non-profit Entity <input type="checkbox"/> Governmental Entity	
7. Business Structure (check one): <input type="checkbox"/> Corporation <input type="checkbox"/> Limited (Liability) Company <input type="checkbox"/> Partnership <input type="checkbox"/> Limited (Liability) Partnership <input type="checkbox"/> Joint Venture <input checked="" type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other (specify): _____	
8. State of Incorporation, If Applicable: _____	
9. Name of Parent Entity, If Applicable: _____	
10. HUB Status (check one): <input type="checkbox"/> State of Texas Certified Entity <input checked="" type="checkbox"/> Non-HUB Entity	
Part 2: Respondent Contact Information.	
1. Person Who Will Sign the Contract: Name: <u>JUAN CACERES</u> Title: <u>Owner</u> Mailing Address: <u>201 Enterprise Row #12</u> <u>CONROE Texas 77301</u> Telephone: <u>936 760 2784</u> Fax: <u>936 760 1950</u> E-mail: _____	2. Primary Contact for Proposal Questions: Name: <u>KERRY GREGORY</u> Title: <u>Authorized Representative</u> Mailing Address: <u>201 Enterprise Row #12</u> <u>CONROE Texas 77301</u> Telephone: <u>936 760 2784</u> Fax: <u>936 760 1950</u> E-mail: <u>cwc11p@consolidated.net</u>
Part 3: Subcontractor Information. Provide the following information for each proposed subcontractor. Attach additional pages if necessary.	
1. Organization's Legal Name: <u>NA</u>	
2. Doing Business As: _____	
3. Physical Address: _____	

Effective: August, 2004  
Revision Date: July 15, 2008

HHSC RFP No.: 529-16-0094  
Respondent's Name: The Heidi Group / Women's  
Wellness Coalition

4. Mailing Address: 201 Enterprise Row, Ste 12 Conroe TX 77301
5. Taxpayer Identification Number: [REDACTED]
6. Legal Status (check one): ☒ For-profit Entity ☐ Non-profit Entity  
☐ Governmental Entity
7. Business Structure (check one): ☐ Corporation ☐ Limited (Liability) Company  
☐ Partnership ☐ Limited (Liability) Partnership  
☐ Joint Venture ☒ Sole Proprietorship  
☐ Other (specify): \_\_\_\_\_
8. State of Incorporation, If Applicable: \_\_\_\_\_
9. Name of Parent Entity, If Applicable: \_\_\_\_\_
10. HUB Status (check one): ☐ State of Texas Certified Entity ☒ Non-HUB Entity

Have you attached additional pages for Part 3? ☐ Yes ☒ No

**Part 4: Former Employees of a State Agency. Identify all respondent or subcontractor personnel who have worked for HHSC or another health and human services agency in the past two years. Attach additional pages if necessary.**

1. Name of former state employee: N/A
2. Job title at termination of state employment: \_\_\_\_\_
3. Date of termination of state employment: \_\_\_\_\_
4. Annual rate of compensation at termination: \_\_\_\_\_
5. Description of job responsibilities while state employee: \_\_\_\_\_

6. If the former state employee worked on matters relating to the RFP, describe those matters:

Have you attached additional pages for Part 4? ☐ Yes ☒ No

Effective: August, 2004  
Revision Date: July 15, 2008

HHSC RFP No.: **529-16-0094**  
Respondent's Name: **The Heidi Group/ Women's  
Wellness Coalition**

**Part 5: Conflicts of Interest. Describe all facts or circumstances that may give rise to a potential conflict of interest, and describe all measures the respondent and its subcontractors will take to ensure that these facts or circumstances do not create an actual conflict of interest. Attach additional pages if necessary.**

N/A

Have you attached additional pages for Part 5? ☐ Yes ☒ No

**Part 6: Litigation. Disclose all pending, resolved, or completed litigation, mediation, arbitration, or other alternative dispute resolution procedure involving the respondent within the past 36 months. Include the cause number, court, parties' names, subject matter, relief sought, amount in controversy, and final disposition or status. Provide the same information for all subcontractors. Attach additional pages if necessary.**

N/A

Have you attached additional pages for Part 6? ☐ Yes ☒ No

Effective: August, 2004  
Revision Date: July 15, 2008

HHSC RFP No.: 529-16-0094  
Respondent's Name: The Heidi Group/ Women's  
Wellness Coalition

**Part 7: Exceptions or Reservations to the RFP. List all exceptions, reservations, and limitations to the terms and conditions of the RFP, including HHSC's UTCs. Respondents may not raise additional issues during contract discussions or negotiations, and HHSC may take all stated exceptions, reservations, or limitations to the RFP's terms and conditions into account during proposal evaluation. Attach additional pages if necessary.**

N/A

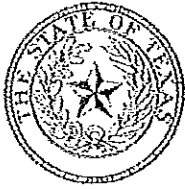
Have you attached additional pages for Part 7? ☐ Yes ☒ No

**Part 8: Texas Public Information Act (PIA): Complete this part if you assert one or more parts of the proposal are excepted from disclosure under the PIA. Attach additional pages if necessary.**

1. Proposal Section: N/A
2. PIA Exception\*: \_\_\_\_\_
3. Explanation of Why the Exception Applies: \_\_\_\_\_

\* The most commonly asserted exception is Texas Government Code §552.110 (trade secret, or commercial or financial information confidential by law).

Have you attached additional pages for Part 8? ☐ Yes ☒ No



State of Texas  
Health & Human Services Commission

Child Support Certification

I.

Section 231.006, Texas Family Code, as amended by Section 82 of House Bill No. 433, 74th Regular Legislative Session (Acts 1995, 74th Leg., R.S., ch. 751), prohibits the payment of state funds under a grant, contract, or loan to

- a person who is more than 30 days delinquent in the payment of child support, and
- a business entity in which such a person is the sole proprietor, partner, shareholder or owner with an ownership interest of at least 25%.

Section 231.006 further provides that a person or business entity that is ineligible to receive payments for the reasons stated above shall continue to be ineligible to receive payments from the state under a contract, grant, or loan until

- all arrearages have been paid, or
- the person is in compliance with a written repayment agreement or court order as to any existing delinquency.

Section 231.006 further requires each bid, or application for a contract, grant, or loan to include

- the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25% of the business entity submitting the bid or application, and
- the statement in Part III below.

Section 231.006 authorizes a state agency to terminate a contract if it determines that statement required below is inaccurate or false. In the event the statement is determined to be false, the vendor is liable to the state for attorney's fees, costs necessary to complete the contract [including the cost of advertising and awarding a second contract], and any other damages provided by law or contract.

II.

In accordance with Section 231.006, the names and social security numbers of the individual identified in the contract, bid, or application, or of each person with a minimum 25% ownership interest in the business entity identified therein are provided below.

Name	Ownership Interest	Social Security #
KERRY GREGORY	50%	[REDACTED]
MARILYN GREGORY	50%	[REDACTED]
_____	_____	_____
_____	_____	_____

III.

As required by Section 231.006, the undersigned certifies the following:

*"Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment, and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."*

Kerry Gregory  
Signature

KERRY GREGORY  
Printed Name

VICE PRESIDENT  
Title

APRIL 13, 2016  
Date

**CERTIFICATION  
REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS**

Federal Executive Orders 12549 and 12689 require the Texas Health and Human Services Commission (HHSC) to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

In this certification "contractor" refers to both contractor and subcontractor; "contract" refers to both contract and subcontract.

By signing and submitting this certification the potential contractor accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, or the HHSC may pursue available remedies, including suspension and/or debarment.
2. The potential contractor will provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract", "debarred", "suspended", "ineligible", "participant", "person", "principal", "proposal", and "voluntarily excluded", as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in the attachment.
4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it will not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, and/or the HHSC, as applicable.

Do you have or do you anticipate having subcontractors under this proposed contract? ☐ Yes ☒ No

5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts" without modification, in all covered subcontracts and in solicitations for all covered subcontracts.
6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must, at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
7. Nothing contained in all the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, Department of Health and Human Services, United States Department of Agriculture, or other federal department or agency, as applicable, and/or the HHSC may pursue available remedies, including suspension and/or debarment.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS**

Indicate in the appropriate box which statement applies to the covered potential contractor:

☒ The potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency or by the State of Texas.

☐ The potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

Name of Potential Contractor <b>COMMUNITY WELLNESS CHINE, LLP</b>	Vendor ID No. or Social Security No. <b>76 0419557</b>	HHSC Contract No. (if applicable) <b>529-16-0094</b>
Signature of Authorized Representative <b>KERRY GREGORY</b>		Printed/Typed Name and Title of Authorized Representative <b>KERRY GREGORY</b>
Date <b>April 13, 2016</b>		



**CERTIFICATION REGARDING FEDERAL LOBBYING**  
(Certification for Contracts, Grants, Loans, and Cooperative Agreements)

**PREAMBLE**

Federal legislation, Section 319 of Public Law 101-121 generally prohibits entities from using federally appropriated funds to lobby the executive or legislative branches of the federal government. Section 319 specifically requires disclosure of certain lobbying activities. A federal government-wide rule, "New Restrictions on Lobbying", published in the Federal Register, February 26, 1990, requires certification and disclosure in specific instances and defines terms:

**Covered Awards and Subawards**--Contracts, grants, and cooperative agreements over the \$100,000 threshold need (1) certifications, and (2) disclosures, if required. (See certification term number 2 concerning disclosure.)

**Lobbying**--To lobby means "to influence or attempt to influence an officer or employee of any agency (federal), a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following covered federal actions:

- the awarding of any federal contract,
- the making of any federal grant,
- the making of any federal loan,
- the entering into of any cooperative agreement, and
- the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement'.

**Limited Use of Appropriated Funds Not Prohibited**--The prohibition on using appropriated funds does not apply to activities by one's own employees with respect to:

- liaison activities with federal agencies and Congress not directly related to a covered federal action;
- providing any information specifically requested by a federal agency or Congress;
- discussion and/or demonstration of products or services if not related to a specific solicitation or a covered action; or
- professional and technical services in preparing, submitting or negotiating any bid, proposal or application for a federal contract, grant, loan or cooperative agreement or for meeting legal requirements conditional to receipt of any federal contract, grant, loan or cooperative agreement. (The prohibition also does not apply to such services provided by nonemployees for the same purposes.)

**Professional and Technical Services**--Professional and technical services shall be advice and analysis directly applying any professional or technical expertise. Note that the professional and technical services exemption is specifically limited to the merits of the matter.

**Other Allowable Activities**--The prohibition on use of federally appropriated funds does not apply to influencing activities not in connection with a specific covered federal action. These activities include those related to legislation and regulations for a program versus a specific covered federal action.

**Funds Other Than Federal Appropriations**--There is no federal restriction on the use of nonfederal funds to lobby the federal government for contracts, grants, and cooperative agreements.

**Applicability of Other State and Federal Requirements**--Neither the government-wide rule nor the law affect either (1) the applicability of cost principles in OMB circulars A-87 and A-122, or (2) riders to the Texas State Appropriations Acts which disallow use of state funds for lobbying.

**TERMS OF CERTIFICATION**

This certification applies only to the instant federal action for which the certification is being obtained and is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with these federally funded contract, subcontract, subgrant, or cooperative agreement, the undersigned shall complete and submit Standard Form-L.L.L., "Disclosure Form to Report Lobbying", in accordance with its instructions. (If needed, contact your Health and Human Services Commission procurement officer or contract manager to obtain a copy of Standard Form-L.L.L.)
3. The undersigned shall require that the language of this certification be included in the award documents for all covered subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all covered subrecipients will certify and disclose accordingly.

Do you have or do you anticipate having covered subawards under this transaction? ..... ☐ Yes ☒ No

Name of Contractor/Potential Contractor <b>COMMUNITY WELLNESS CLINIC, LLP</b>	Vendor ID No. or Social Security No. <b>76-0419557</b>	HHS Contract No. (if applicable) <b>529-16-0094</b>
--	---	--

Name of Authorized Representative (type or print) <b>KERRY GREGORY</b>	Title <b>VICE PRESIDENT</b>	Signature--Authorized Representative <b>Kerry Gregory</b>	Date <b>April 13, 2016</b>
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TEXAS HEALTH AND HUMAN SERVICES COMMISSION

ANTI-TRUST CERTIFICATION

STATE OF TEXAS

COUNTY OF TRAVIS

CONTRACTOR hereby certifies to HHSC that neither the CONTRACTOR, nor the person represented by the CONTRACTOR, nor any person acting for the represented person has:

- a. violated the antitrust laws codified by Chapter 15, Business & Commerce Code, or the federal antitrust laws; or
- b. directly or indirectly communicated the bid/offer associated with this contract to a competitor or other person engaged in the same line of business.

CONTRACTOR hereby assigns to HHSC any and all claims for overcharges associated with this contract arising under the anti-trust laws of the United States, 15 U.S.C.A. Section 1, et. seq. (1973), as amended, and the anti-trust laws of the State of Texas, TEX. Bus. & Comm Code Ann. Section 15.01, et. seq. (1967), as amended.

Kerry Gregory  
Authorized signature

Community Wellness Clinic, LLP  
Name of Contractor/Vendor

April 13, 2016  
Date

KERRY GREGORY  
Printed Name of Individual

VICE PRESIDENT  
Title of Individual

Effective: August, 2004  
Revision Date: July 15, 2008

HHSC RFP No.: 512-16-0094  
Respondent's Name: The Heidi Group / Women's  
Wellness Coalition

### Respondent Information and Disclosures

*Instructions: This form must be submitted as an attachment to the respondent's proposal.*

<b>Part 1: General Respondent Information.</b>	
1. Organization's Legal Name: <u>The Heidi Group</u>	
2. Doing Business As: <u>Women's Wellness Coalition</u>	
3. Physical Address: <u>109 S Harris Street Ste 210 Round Rock TX 78664</u>	
4. Mailing Address: <u>PO Box 2050 Round Rock TX 78680</u>	
5. Taxpayer Identification Number: <u>74-2757919</u>	
6. Legal Status (check one): <input type="checkbox"/> For-profit Entity <input checked="" type="checkbox"/> Non-profit Entity <input type="checkbox"/> Governmental Entity	
7. Business Structure (check one): <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Limited (Liability) Company <input type="checkbox"/> Partnership <input type="checkbox"/> Limited (Liability) Partnership <input type="checkbox"/> Joint Venture <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other (specify): _____	
8. State of Incorporation, If Applicable: _____	
9. Name of Parent Entity, If Applicable: _____	
10. HUB Status (check one): <input type="checkbox"/> State of Texas Certified Entity <input checked="" type="checkbox"/> Non-HUB Entity	
<b>Part 2: Respondent Contact Information.</b>	
1. Person Who Will Sign the Contract: Name: <u>Carol Everett</u> Title: <u>Founder / CEO</u> Mailing Address: <u>109 S Harris Street Ste 210 Round Rock TX 78664</u> Telephone: <u>(512) 255-2088</u> Fax: <u>(512)255-2582</u> E-mail: <u>ce@heidigroup.org</u>	2. Primary Contact for Proposal Questions: Name: <u>Becky Dean</u> Title: <u>Director of Programs</u> Mailing Address: <u>109 S Harris Street Ste 210 Round Rock TX 78664</u> Telephone: <u>(512) 255-2088</u> Fax: <u>(512) 255-2582</u> E-mail: <u>becky@heidigroup.org</u>
<b>Part 3: Subcontractor Information. Provide the following information for each proposed subcontractor. Attach additional pages if necessary.</b>	
1. Organization's Legal Name: <u>Community Wellness Clinic LLP</u>	
2. Doing Business As: <u>Community Wellness Clinic Family Planning Service Clinic</u>	
3. Physical Address: <u>201 Enterprise Row #12 Conroe TX 77301</u>	

Effective: August, 2004  
Revision Date: July 15, 2008

HHSC RFP No.: **529-16-0094**  
Respondent's Name: **The Heidi Group / Women's  
Wellness Coalition**

4. Mailing Address: 201 Enterprise Row #12 Conroe TX 77301
5. Taxpayer Identification Number: [REDACTED]
6. Legal Status (check one): ☒ For-profit Entity ☐ Non-profit Entity  
☐ Governmental Entity
7. Business Structure (check one): ☐ Corporation ☐ Limited (Liability) Company  
☐ Partnership ☒ Limited (Liability) Partnership  
☐ Joint Venture ☐ Sole Proprietorship  
☐ Other (specify): \_\_\_\_\_
8. State of Incorporation, If Applicable: \_\_\_\_\_
9. Name of Parent Entity, If Applicable: \_\_\_\_\_
10. HUB Status (check one): ☐ State of Texas Certified Entity ☒ Non-HUB Entity

Have you attached additional pages for Part 3? ☐ Yes ☒ No

**Part 4: Former Employees of a State Agency. Identify all respondent or subcontractor personnel who have worked for HHSC or another health and human services agency in the past two years. Attach additional pages if necessary.**

1. Name of former state employee: N/A
2. Job title at termination of state employment: \_\_\_\_\_
3. Date of termination of state employment: \_\_\_\_\_
4. Annual rate of compensation at termination: \_\_\_\_\_
5. Description of job responsibilities while state employee: \_\_\_\_\_

6. If the former state employee worked on matters relating to the RFP, describe those matters:

Have you attached additional pages for Part 4? ☐ Yes ☒ No

Effective: August, 2004  
Revision Date: July 15, 2008

HHSC RFP No.: **529-16-0094**  
Respondent's Name: **The Heidi Group/ Women's  
Wellness Coalition**

**Part 5: Conflicts of Interest. Describe all facts or circumstances that may give rise to a potential conflict of interest, and describe all measures the respondent and its subcontractors will take to ensure that these facts or circumstances do not create an actual conflict of interest. Attach additional pages if necessary.**

N/A

Have you attached additional pages for Part 5? ☐ Yes ☒ No

**Part 6: Litigation. Disclose all pending, resolved, or completed litigation, mediation, arbitration, or other alternative dispute resolution procedure involving the respondent within the past 36 months. Include the cause number, court, parties' names, subject matter, relief sought, amount in controversy, and final disposition or status. Provide the same information for all subcontractors. Attach additional pages if necessary.**

N/A

N/A

Have you attached additional pages for Part 6? ☐ Yes ☒ No

Effective: August, 2004  
Revision Date: July 15, 2008

HHSC RFP No.: 529-16-0094  
Respondent's Name: The Heidi Group/ Women's  
Wellness Coalition

**Part 7: Exceptions or Reservations to the RFP. List all exceptions, reservations, and limitations to the terms and conditions of the RFP, including HHSC's UTCs. Respondents may not raise additional issues during contract discussions or negotiations, and HHSC may take all stated exceptions, reservations, or limitations to the RFP's terms and conditions into account during proposal evaluation. Attach additional pages if necessary.**

N/A

Have you attached additional pages for Part 7? ☐ Yes ☒ No

**Part 8: Texas Public Information Act (PIA): Complete this part if you assert one or more parts of the proposal are excepted from disclosure under the PIA. Attach additional pages if necessary.**

1. Proposal Section: N/A
2. PIA Exception\*: \_\_\_\_\_
3. Explanation of Why the Exception Applies: \_\_\_\_\_

\* The most commonly asserted exception is Texas Government Code §552.110 (trade secret, or commercial or financial information confidential by law).

Have you attached additional pages for Part 8? ☐ Yes ☒ No



State of Texas  
Health & Human Services Commission

Child Support Certification

I.

Section 231.006, Texas Family Code, as amended by Section 82 of House Bill No. 433, 74th Regular Legislative Session (Acts 1995, 74th Leg., R.S., ch. 751), prohibits the payment of state funds under a grant, contract, or loan to

- a person who is more than 30 days delinquent in the payment of child support, and
- a business entity in which such a person is the sole proprietor, partner, shareholder or owner with an ownership interest of at least 25%.

Section 231.006 further provides that a person or business entity that is ineligible to receive payments for the reasons stated above shall continue to be ineligible to receive payments from the state under a contract, grant, or loan until

- all arrearages have been paid, or
- the person is in compliance with a written repayment agreement or court order as to any existing delinquency.

Section 231.006 further requires each bid, or application for a contract, grant, or loan to include

- the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25% of the business entity submitting the bid or application, and
- the statement in Part III below.

Section 231.006 authorizes a state agency to terminate a contract if it determines that statement required below is inaccurate or false. In the event the statement is determined to be false, the vendor is liable to the state for attorney's fees, costs necessary to complete the contract (including the cost of advertising and awarding a second contract), and any other damages provided by law or contract.

II.

In accordance with Section 231.006, the names and social security numbers of the individual identified in the contract, bid, or application, or of each person with a minimum 25% ownership interest in the business entity identified therein are provided below.

Name

Social Security #

Eliud Acevedo

As required by Section 231.006, the undersigned certifies the following:

*"Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment, and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."*

*Eliud Acevedo, MD*

Signature

Eliud Acevedo, MD

Printed Name

Title

Owner

Date

4/21/16

# CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Federal Executive Orders 12549 and 12689 require the Texas Health and Human Services Commission (HHSC) to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

In this certification "contractor" refers to both contractor and subcontractor; "contract" refers to both contract and subcontract.

By signing and submitting this certification the potential contractor accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, or the HHSC may pursue available remedies, including suspension and/or debarment.
2. The potential contractor will provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract", "debarred", "suspended", "ineligible", "participant", "person", "principal", "proposal", and "voluntarily excluded", as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in the attachment.
4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it will not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, and/or the HHSC, as applicable.


Do you have or do you anticipate having subcontractors under this proposed contract? ☐ Yes ☒ No

5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts" without modification, in all covered subcontracts and in solicitations for all covered subcontracts.
6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must, at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
7. Nothing contained in all the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, Department of Health and Human Services, United States Department of Agriculture, or other federal department or agency, as applicable, and/or the HHSC may pursue available remedies, including suspension and/or debarment.

## CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Indicate in the appropriate box which statement applies to the covered potential contractor:

- ☒ The potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency or by the State of Texas.
- ☐ The potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

Name of Potential Contractor <b>Eliud Acevedo MD</b>	Vendor ID No. or Social Security No. <b>1235159948</b>	HHSC Contract No. (if applicable) <b>529-16-0094</b>
<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;">               Signature of Authorized Representative           </div> <div style="text-align: center;"> <b>4/21/16</b>              Date           </div> <div style="border: 1px solid black; padding: 5px; width: 30%;">             Printed/Typed Name and Title of Authorized Representative  <b>Eliud Acevedo, Owner</b> </div> </div>		



**CERTIFICATION  
REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS**

**DEFINITIONS**

**Covered Contracts/Subcontract.**

- (1) Any nonprocurement transaction which involves federal funds (regardless of amount and including such arrangements as subgrant and are between HHSC or its agents and another entity.
- (2) Any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$25,000) under a grant or subgrant.
- (3) Any procurement contract for goods or services between a participant and a person under a covered grant, subgrant, contract or subcontract, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction:
  - a. Principal investigators.
  - b. Providers of audit services required by the HHSC or federal funding source.
  - c. Researchers.

**Debarment.** An action taken by a debarring official in accordance with 45 CFR Part 76 (or comparable federal regulations) to exclude a person from participating in covered contracts. A person so excluded is "debarred".

**Grant.** An award of financial assistance, including cooperative agreements, in the form of money, or property in lieu of money, by the federal government to an eligible grantee.

**Ineligible.** Excluded from participation in federal nonprocurement programs pursuant to a determination of ineligibility under statutory, executive order, or regulatory authority, other than Executive Order 12549 and its agency implementing regulations; for example, excluded pursuant to the Davis-Bacon Act and its implement regulations, the equal employment opportunity acts and executive orders, or the environmental protection acts and executive orders. A person is ineligible where the determination of ineligibility affects such person's eligibility to participate in more than one covered transaction.

**Participant.** Any person who submits a proposal for, enters into, or reasonably may be expected to enter into a covered contract. This term also includes any person who acts on behalf of or is authorized to commit a participant in a covered contract as an agent or representative of another participant.

**Person.** Any individual, corporation, partnership, association, unit of government, or legal entity, however organized, except: foreign governments or foreign governmental entities, public international organizations, foreign government owned (in whole or in part) or controlled entities, and entities consisting wholly or partially of foreign governments or foreign governmental entities.

**Principal.** Officer, director, owner, partner, key employee, or other person within a participant with primary management or supervisory responsibilities; or a person who has a critical influence on or substantive control over a covered contract whether or not the person is employed by the participant. Persons who have a critical influence on or substantive control over a covered transaction are:

- (1) Principal investigators.
- (2) Providers of audit services required by the HHSC or federal funding source.
- (3) Researchers.

**Proposal.** A solicited or unsolicited bid, application, request, invitation to consider or similar communication by or on behalf of a person seeking to receive a covered contract.

**Suspension.** An action taken by a suspending official in accordance with 45 CFR Part 76 (or comparable federal regulations) that immediately excludes a person from participating in covered contracts for a temporary period, pending completion of an investigation and such legal, debarment, or Program Fraud Civil Remedies Act proceedings as may ensue. A person so excluded is "suspended".

**Voluntary exclusion or voluntarily excluded.** A status of nonparticipation or limited participation in covered transactions assumed by a person pursuant to the terms of a settlement.

TEXAS HEALTH AND HUMAN SERVICES COMMISSION

ANTI-TRUST CERTIFICATION

STATE OF TEXAS

COUNTY OF TRAVIS

CONTRACTOR hereby certifies to HHSC that neither the CONTRACTOR, nor the person represented by the CONTRACTOR, nor any person acting for the represented person has:

- a. violated the antitrust laws codified by Chapter 15, Business & Commerce Code, or the federal antitrust laws; or
- b. directly or indirectly communicated the bid/offer associated with this contract to a competitor or other person engaged in the same line of business.

CONTRACTOR hereby assigns to HHSC any and all claims for overcharges associated with this contract arising under the anti-trust laws of the United States, 15 U.S.C.A. Section 1, et. seq. (1973), as amended, and the anti-trust laws of the State of Texas, TEX. Bus. & Comm Code Ann. Section 15.01, et. seq. (1967), as amended.

Eliud Acevedo, MD

Authorized signature

Eliud Acevedo MD

Name of Contractor/Vendor

4/21/16

Date

Eliud Acevedo, MD

Printed Name of Individual

Owner

Title of Individual

**TEXAS HEALTH AND HUMAN SERVICES COMMISSION  
ANTI-TRUST CERTIFICATION FORM**

**INSTRUCTIONS**

**PURPOSE:**

The contractor certifies that neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such a firm, corporation or institution has violated the antitrust laws of this state, federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Antitrust violations are activities or practices that are noncompetitive or that attempt to restrain trade or commerce.

**PROCEDURES:**

This form should be included in the contract package if the anti-trust certification is not part of required certifications included in the contract.

The HHSC Program/Division that originates the request for the new contract is responsible to ensure that this form is included in the contract package forwarded to Administrative Services Development (ASD) for review, approval and execution. The anti-trust certification applies to contracts established with private vendors only.

**CERTIFICATION REGARDING FEDERAL LOBBYING**  
(Certification for Contracts, Grants, Loans, and Cooperative Agreements)

**PREAMBLE**

Federal legislation, Section 319 of Public Law 101-121 generally prohibits entities from using federally appropriated funds to lobby the executive or legislative branches of the federal government. Section 319 specifically requires disclosure of certain lobbying activities. A federal government-wide rule, "New Restrictions on Lobbying", published in the Federal Register, February 26, 1990, requires certification and disclosure in specific instances and defines terms:

**Covered Awards and Subawards**--Contracts, grants, and cooperative agreements over the \$100,000 threshold need (1) certifications, and (2) disclosures, if required. (See certification term number 2 concerning disclosure.)

**Lobbying**--To lobby means "to influence or attempt to influence an officer or employee of any agency (federal), a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following covered federal actions:

- the awarding of any federal contract,
- the making of any federal grant,
- the making of any federal loan,
- the entering into of any cooperative agreement, and
- the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement".

**Limited Use of Appropriated Funds Not Prohibited**--The prohibition on using appropriated funds does not apply to activities by one's own employees with respect to:

- liaison activities with federal agencies and Congress not directly related to a covered federal action;
- providing any information specifically requested by a federal agency or Congress;
- discussion and/or demonstration of products or services if not related to a specific solicitation or a covered action; or
- professional and technical services in preparing, submitting or negotiating any bid, proposal or application for a federal contract, grant loan or cooperative agreement or for meeting legal requirements conditional to receipt of any federal contract, grant, loan or cooperative agreement. (The prohibition also does not apply to such services provided by nonemployees for the same purposes.)

**Professional and Technical Services**--Professional and technical services shall be advice and analysis directly applying any professional or technical expertise. Note that the professional and technical services exemption is specifically limited to the merits of the matter.

**Other Allowable Activities**--The prohibition on use of federally appropriated funds does not apply to influencing activities not in connection with a specific covered federal action. These activities include those related to legislation and regulations for a program versus a specific covered federal action.

**Funds Other Than Federal Appropriations**--There is no federal restriction on the use of nonfederal funds to lobby the federal government for contracts, grants, and cooperative agreements.

**Applicability of Other State and Federal Requirements**--Neither the government-wide rule nor the law affect either (1) the applicability of cost principles in OMB circulars A-87 and A-122, or (2) riders to the Texas State Appropriations Acts which disallow use of state funds for lobbying.

**TERMS OF CERTIFICATION**

This certification applies only to the instant federal action for which the certification is being obtained and is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$100,000 for each such failure.


The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with these federally funded contract, subcontract, subgrant, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. (If needed, contact your Health and Human Services Commission procurement officer or contract manager to obtain a copy of Standard Form-LLL.)
3. The undersigned shall require that the language of this certification be included in the award documents for all covered subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all covered subrecipients will certify and disclose accordingly.

Do you have or do you anticipate having covered subawards under this transaction? ..... ☐ Yes ☒ No

Name of Contractor/Potential Contractor	Vendor ID No. or Social Security No.	HHSC Contract No. (if applicable)
Eliud Acevedo, MD	02-0713080	529-16-0094

Name of Authorized Representative (type or print)	Title
Eliud Acevedo	Owner



Signature--Authorized Representative

Date

Effective: August, 2004  
Revision Date: July 15, 2008

HHSC RFP No.: 512-16-0094  
Respondent's Name: The Heidi Group / Women's  
Wellness Coalition

### Respondent Information and Disclosures

*Instructions: This form must be submitted as an attachment to the respondent's proposal.*

#### Part 1: General Respondent Information.

1. Organization's Legal Name: The Heidi Group
2. Doing Business As: Women's Wellness Coalition
3. Physical Address: 109 S Harris Street Ste 210 Round Rock TX 78664
4. Mailing Address: PO Box 2050 Round Rock TX 78680
5. Taxpayer Identification Number: 74-2757919
6. Legal Status (check one):  
☐ For-profit Entity ☒ Non-profit Entity  
☐ Governmental Entity
7. Business Structure (check one):  
☒ Corporation ☐ Limited (Liability) Company  
☐ Partnership ☐ Limited (Liability) Partnership  
☐ Joint Venture ☐ Sole Proprietorship  
☐ Other (specify): \_\_\_\_\_
8. State of Incorporation, If Applicable: \_\_\_\_\_
9. Name of Parent Entity, If Applicable: \_\_\_\_\_
10. HUB Status (check one): ☐ State of Texas Certified Entity ☒ Non-HUB Entity

#### Part 2: Respondent Contact Information.

- |  |   |
|--|---|
| <ol style="list-style-type: none"><li>1. Person Who Will Sign the Contract:<br/>Name: <u>Carol Everett</u><br/>Title: <u>Founder / CEO</u><br/>Mailing Address: <u>109 S Harris Street Ste 210<br/>Round Rock TX 78664</u><br/>Telephone: <u>(512) 255-2088</u><br/>Fax: <u>(512)255-2582</u><br/>E-mail: <u>ce@heidigroup.org</u></li></ol> | <ol style="list-style-type: none"><li>2. Primary Contact for Proposal Questions:<br/>Name: <u>Becky Dean</u><br/>Title: <u>Director of Programs</u><br/>Mailing Address: <u>109 S Harris Street Ste 210<br/>Round Rock TX 78664</u><br/>Telephone: <u>(512) 255-2088</u><br/>Fax: <u>(512) 255-2582</u><br/>E-mail: <u>becky@heidigroup.org</u></li></ol> |
|--|---|

#### Part 3: Subcontractor Information. *Provide the following information for each proposed subcontractor. Attach additional pages if necessary.*

1. Organization's Legal Name: Eliud Acevedo, MD
2. Doing Business As: \_\_\_\_\_
3. Physical Address: 1405 Jacaman Rd Ste 101 Laredo TX 78041

Effective: August, 2004  
Revision Date: July 15, 2008

HHSC RFP No.: **529-16-0094**  
Respondent's Name: **The Heidi Group / Women's  
Wellness Coalition**

4. Mailing Address: 1405 Jacaman Rd Ste 101 Laredo TX 78041
5. Taxpayer Identification Number: [REDACTED]
6. Legal Status (check one): ☒ For-profit Entity ☐ Non-profit Entity  
☐ Governmental Entity
7. Business Structure (check one): ☐ Corporation ☐ Limited (Liability) Company  
☐ Partnership ☐ Limited (Liability) Partnership  
☐ Joint Venture ☒ Sole Proprietorship  
☐ Other (specify): \_\_\_\_\_
8. State of Incorporation, If Applicable: \_\_\_\_\_
9. Name of Parent Entity, If Applicable: \_\_\_\_\_
10. HUB Status (check one): ☐ State of Texas Certified Entity ☒ Non-HUB Entity

Have you attached additional pages for Part 3? ☐ Yes ☒ No

**Part 4: Former Employees of a State Agency. Identify all respondent or subcontractor personnel who have worked for HHSC or another health and human services agency in the past two years. Attach additional pages if necessary.**

1. Name of former state employee: N/A
2. Job title at termination of state employment: \_\_\_\_\_
3. Date of termination of state employment: \_\_\_\_\_
4. Annual rate of compensation at termination: \_\_\_\_\_
5. Description of job responsibilities while state employee: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. If the former state employee worked on matters relating to the RFP, describe those matters: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Have you attached additional pages for Part 4? ☐ Yes ☒ No

Effective: August, 2004  
Revision Date: July 15, 2008

HHSC RFP No.: **529-16-0094**  
Respondent's Name: **The Heidi Group/ Women's  
Wellness Coalition**

**Part 5: Conflicts of Interest. Describe all facts or circumstances that may give rise to a potential conflict of interest, and describe all measures the respondent and its subcontractors will take to ensure that these facts or circumstances do not create an actual conflict of interest. Attach additional pages if necessary.**

N/A

Have you attached additional pages for Part 5? ☐ Yes ☒ No

**Part 6: Litigation. Disclose all pending, resolved, or completed litigation, mediation, arbitration, or other alternative dispute resolution procedure involving the respondent within the past 36 months. Include the cause number, court, parties' names, subject matter, relief sought, amount in controversy, and final disposition or status. Provide the same information for all subcontractors. Attach additional pages if necessary.**

N/A

Have you attached additional pages for Part 6? ☐ Yes ☒ No

Effective: August, 2004  
Revision Date: July 15, 2008

HHSC RFP No.: 529-16-0094  
Respondent's Name: The Heidi Group/ Women's  
Wellness Coalition

**Part 7: Exceptions or Reservations to the RFP. List all exceptions, reservations, and limitations to the terms and conditions of the RFP, including HHSC's UTCs. Respondents may not raise additional issues during contract discussions or negotiations, and HHSC may take all stated exceptions, reservations, or limitations to the RFP's terms and conditions into account during proposal evaluation. Attach additional pages if necessary.**

N/A

Have you attached additional pages for Part 7? ☐ Yes ☒ No

**Part 8: Texas Public Information Act (PIA): Complete this part if you assert one or more parts of the proposal are excepted from disclosure under the PIA. Attach additional pages if necessary.**

1. Proposal Section: N/A

2. PIA Exception\*:

3. Explanation of Why the Exception Applies:

\* The most commonly asserted exception is Texas Government Code §552.110 (trade secret, or commercial or financial information confidential by law).

Have you attached additional pages for Part 8? ☐ Yes ☒ No





State of Texas  
Health & Human Services Commission

Child Support Certification

I.

Section 231.006, Texas Family Code, as amended by Section 82 of House Bill No. 433, 74th Regular Legislative Session (Acts 1995, 74th Leg., R.S., ch. 751), prohibits the payment of state funds under a grant, contract, or loan to

- a person who is more than 30 days delinquent in the payment of child support, and
- a business entity in which such a person is the sole proprietor, partner, shareholder or owner with an ownership interest of at least 25%.

Section 231.006 further provides that a person or business entity that is ineligible to receive payments for the reasons stated above shall continue to be ineligible to receive payments from the state under a contract, grant, or loan until

- all arrearages have been paid, or
- the person is in compliance with a written repayment agreement or court order as to any existing delinquency.

Section 231.006 further requires each bid, or application for a contract, grant, or loan to include

- the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25% of the business entity submitting the bid or application, and
- the statement in Part III below.

Section 231.006 authorizes a state agency to terminate a contract if it determines that statement required below is inaccurate or false. In the event the statement is determined to be false, the vendor is liable to the state for attorney's fees, costs necessary to complete the contract (including the cost of advertising and awarding a second contract), and any other damages provided by law or contract.

II.

In accordance with Section 231.006, the names and social security numbers of the individual identified in the contract, bid, or application, or of each person with a minimum 25% ownership interest in the business entity identified therein are provided below.

Name  
April A Tolbert

Social Security #

[REDACTED]

III.

As required by Section 231.006, the undersigned certifies the following:

*"Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment, and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."*

April Tolbert  
Signature

April Tolbert  
Printed Name

Title

Managing member/medical Director

Date

4/15/16

**CERTIFICATION**  
REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Federal Executive Orders 12549 and 12689 require the Texas Health and Human Services Commission (HHSC) to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

In this certification "contractor" refers to both contractor and subcontractor; "contract" refers to both contract and subcontract.

By signing and submitting this certification the potential contractor accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, or the HHSC may pursue available remedies, including suspension and/or debarment.
2. The potential contractor will provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract", "debarred", "suspended", "ineligible", "participant", "person", "principal", "proposal", and "voluntarily excluded", as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in the attachment.
4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it will not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, and/or the HHSC, as applicable.

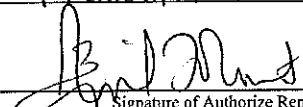
Do you have or do you anticipate having subcontractors under this proposed contract? ..... ☐ Yes ☒ No

5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts" without modification, in all covered subcontracts and in solicitations for all covered subcontracts.
6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must, at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
7. Nothing contained in all the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, Department of Health and Human Services, United States Department of Agriculture, or other federal department or agency, as applicable, and/or the HHSC may pursue available remedies, including suspension and/or debarment.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS**

Indicate in the appropriate box which statement applies to the covered potential contractor:

- ☒ The potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency or by the State of Texas.
- ☐ The potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

Name of Potential Contractor <b>Heath 4 U Clinics LP</b>	Vendor ID No. or Social Security No. <b>29-209 2752</b>	HHSC Contract No. (if applicable) <b>529-16-0094</b>
Signature of Authorize Representative 	Date <b>4/19/16</b>	Printed/Typed Name and Title of Authorized Representative <b>April Tolbert</b>

**CERTIFICATION**  
**REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY**  
**AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS**

**DEFINITIONS**

**Covered Contracts/Subcontract.**

- (1) Any nonprocurement transaction which involves federal funds (regardless of amount and including such arrangements as subgrant and are between HHSC or its agents and another entity.
- (2) Any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$25,000) under a grant or subgrant.
- (3) Any procurement contract for goods or services between a participant and a person under a covered grant, subgrant, contract or subcontract, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction:
  - a. Principal investigators.
  - b. Providers of audit services required by the HHSC or federal funding source.
  - c. Researchers.

**Debarment.** An action taken by a debarring official in accordance with 45 CFR Part 76 (or comparable federal regulations) to exclude a person from participating in covered contracts. A person so excluded is "debarred".

**Grant.** An award of financial assistance, including cooperative agreements, in the form of money, or property in lieu of money, by the federal government to an eligible grantee.

**Ineligible.** Excluded from participation in federal nonprocurement programs pursuant to a determination of ineligibility under statutory, executive order, or regulatory authority, other than Executive Order 12549 and its agency implementing regulations; for example, excluded pursuant to the Davis-Bacon Act and its implement regulations, the equal employment opportunity acts and executive orders, or the environmental protection acts and executive orders. A person is ineligible where the determination of ineligibility affects such person's eligibility to participate in more than one covered transaction.

**Participant.** Any person who submits a proposal for, enters into, or reasonably may be expected to enter into a covered contract. This term also includes any person who acts on behalf of or is authorized to commit a participant in a covered contract as an agent or representative of another participant.

**Person.** Any individual, corporation, partnership, association, unit of government, or legal entity, however organized, except: foreign governments or foreign governmental entities, public international organizations, foreign government owned (in whole or in part) or controlled entities, and entities consisting wholly or partially of foreign governments or foreign governmental entities.

**Principal.** Officer, director, owner, partner, key employee, or other person within a participant with primary management or supervisory responsibilities; or a person who has a critical influence on or substantive control over a covered contract whether or not the person is employed by the participant. Persons who have a critical influence on or substantive control over a covered transaction are:

- (1) Principal investigators.
- (2) Providers of audit services required by the HHSC or federal funding source.
- (3) Researchers.

**Proposal.** A solicited or unsolicited bid, application, request, invitation to consider or similar communication by or on behalf of a person seeking to receive a covered contract.

**Suspension.** An action taken by a suspending official in accordance with 45 CFR Part 76 (or comparable federal regulations) that immediately excludes a person from participating in covered contracts for a temporary period, pending completion of an investigation and such legal, debarment, or Program Fraud Civil Remedies Act proceedings as may ensue. A person so excluded is "suspended".

**Voluntary exclusion or voluntarily excluded.** A status of nonparticipation or limited participation in covered transactions assumed by a person pursuant to the terms of a settlement.

TEXAS HEALTH AND HUMAN SERVICES COMMISSION

ANTI-TRUST CERTIFICATION

STATE OF TEXAS

COUNTY OF TRAVIS

CONTRACTOR hereby certifies to HHSC that neither the CONTRACTOR, nor the person represented by the CONTRACTOR, nor any person acting for the represented person has:

- a. violated the antitrust laws codified by Chapter 15, Business & Commerce Code, or the federal antitrust laws; or
- b. directly or indirectly communicated the bid/offer associated with this contract to a competitor or other person engaged in the same line of business.

CONTRACTOR hereby assigns to HHSC any and all claims for overcharges associated with this contract arising under the anti-trust laws of the United States, 15 U.S.C.A. Section 1, et. seq. (1973), as amended, and the anti-trust laws of the State of Texas, TEX. Bus. & Comm Code Ann. Section 15.01, et. seq. (1967), as amended.

  
Authorized signature

Health 4 U Clinics LP  
Name of Contractor/Vendor

4/19/14  
Date

April Tolbert  
Printed Name of Individual

managing partner  
Title of Individual

**TEXAS HEALTH AND HUMAN SERVICES COMMISSION  
ANTI-TRUST CERTIFICATION FORM**

**INSTRUCTIONS**

**PURPOSE:**

The contractor certifies that neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such a firm, corporation or institution has violated the antitrust laws of this state, federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Antitrust violations are activities or practices that are noncompetitive or that attempt to restrain trade or commerce.

**PROCEDURES:**

This form should be included in the contract package if the anti-trust certification is not part of required certifications included in the contract.

The HHSC Program/Division that originates the request for the new contract is responsible to ensure that this form is included in the contract package forwarded to Administrative Services Development (ASD) for review, approval and execution. The anti-trust certification applies to contracts established with private vendors only.

Effective: August, 2004  
Revision Date: July 15, 2008

HHSC RFP No.: 512-16-0094  
Respondent's Name: The Heidi Group / Women's  
Wellness Coalition

### Respondent Information and Disclosures

*Instructions: This form must be submitted as an attachment to the respondent's proposal.*

<b>Part 1: General Respondent Information.</b>	
1. Organization's Legal Name: <u>The Heidi Group</u>	
2. Doing Business As: <u>Women's Wellness Coalition</u>	
3. Physical Address: <u>109 S Harris Street Ste 210 Round Rock TX 78664</u>	
4. Mailing Address: <u>PO Box 2050 Round Rock TX 78680</u>	
5. Taxpayer Identification Number: <u>74-2757919</u>	
6. Legal Status (check one): <input type="checkbox"/> For-profit Entity <input checked="" type="checkbox"/> Non-profit Entity <input type="checkbox"/> Governmental Entity	
7. Business Structure (check one): <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Limited (Liability) Company <input type="checkbox"/> Partnership <input type="checkbox"/> Limited (Liability) Partnership <input type="checkbox"/> Joint Venture <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other (specify): _____	
8. State of Incorporation, If Applicable: _____	
9. Name of Parent Entity, If Applicable: _____	
10. HUB Status (check one): <input type="checkbox"/> State of Texas Certified Entity <input checked="" type="checkbox"/> Non-HUB Entity	
<b>Part 2: Respondent Contact Information.</b>	
1. Person Who Will Sign the Contract: Name: <u>Carol Everett</u> Title: <u>Founder / CEO</u> Mailing Address: <u>109 S Harris Street Ste 210 Round Rock TX 78664</u> Telephone: <u>(512) 255-2088</u> Fax: <u>(512)255-2582</u> E-mail: <u>ce@heidigroup.org</u>	2. Primary Contact for Proposal Questions: Name: <u>Becky Dean</u> Title: <u>Director of Programs</u> Mailing Address: <u>109 S Harris Street Ste 210 Round Rock TX 78664</u> Telephone: <u>(512) 255-2088</u> Fax: <u>(512) 255-2582</u> E-mail: <u>becky@heidigroup.org</u>
<b>Part 3: Subcontractor Information. Provide the following information for each proposed subcontractor. Attach additional pages if necessary.</b>	
1. Organization's Legal Name: <u>Health 4u Clinics LP</u>	
2. Doing Business As: _____	
3. Physical Address: <u>3825 Yucca Ave #129 Fort Worth TX 76111</u>	

Effective: August, 2004  
Revision Date: July 15, 2008

HHSC RFP No.: 529-16-0094  
Respondent's Name: The Heidi Group / Women's  
Wellness Coalition

4. Mailing Address: 3825 Yucca Ave #129 Fort Worth TX 76111
5. Taxpayer Identification Number: [REDACTED]
6. Legal Status (check one): ☒ For-profit Entity ☐ Non-profit Entity  
☐ Governmental Entity
7. Business Structure (check one): ☐ Corporation ☐ Limited (Liability) Company  
☐ Partnership ☒ Limited (Liability) Partnership  
☐ Joint Venture ☐ Sole Proprietorship  
☐ Other (specify): \_\_\_\_\_
8. State of Incorporation, If Applicable: \_\_\_\_\_
9. Name of Parent Entity, If Applicable: \_\_\_\_\_
10. HUB Status (check one): ☒ State of Texas Certified Entity ☐ Non-HUB Entity

Have you attached additional pages for Part 3? ☐ Yes ☒ No

**Part 4: Former Employees of a State Agency. Identify all respondent or subcontractor personnel who have worked for HHSC or another health and human services agency in the past two years. Attach additional pages if necessary.**

1. Name of former state employee: N/A
2. Job title at termination of state employment: \_\_\_\_\_
3. Date of termination of state employment: \_\_\_\_\_
4. Annual rate of compensation at termination: \_\_\_\_\_
5. Description of job responsibilities while state employee: \_\_\_\_\_

6. If the former state employee worked on matters relating to the RFP, describe those matters:

Have you attached additional pages for Part 4? ☐ Yes ☒ No

Effective: August, 2004  
Revision Date: July 15, 2008

HHSC RFP No.: **529-16-0094**  
Respondent's Name: **The Heidi Group/ Women's  
Wellness Coalition**

**Part 5: Conflicts of Interest. Describe all facts or circumstances that may give rise to a potential conflict of interest, and describe all measures the respondent and its subcontractors will take to ensure that these facts or circumstances do not create an actual conflict of interest. Attach additional pages if necessary.**

N/A

Have you attached additional pages for Part 5? ☐ Yes ☒ No

**Part 6: Litigation. Disclose all pending, resolved, or completed litigation, mediation, arbitration, or other alternative dispute resolution procedure involving the respondent within the past 36 months. Include the cause number, court, parties' names, subject matter, relief sought, amount in controversy, and final disposition or status. Provide the same information for all subcontractors. Attach additional pages if necessary.**

N/A

Have you attached additional pages for Part 6? ☐ Yes ☒ No



Effective: August, 2004  
Revision Date: July 15, 2008

HHSC RFP No.: 529-16-0094  
Respondent's Name: The Heidi Group/ Women's  
Wellness Coalition

**Part 7: Exceptions or Reservations to the RFP. List all exceptions, reservations, and limitations to the terms and conditions of the RFP, including HHSC's UTCs. Respondents may not raise additional issues during contract discussions or negotiations, and HHSC may take all stated exceptions, reservations, or limitations to the RFP's terms and conditions into account during proposal evaluation. Attach additional pages if necessary.**

N/A

Have you attached additional pages for Part 7? ☐ Yes ☒ No

**Part 8: Texas Public Information Act (PIA): Complete this part if you assert one or more parts of the proposal are excepted from disclosure under the PIA. Attach additional pages if necessary.**

1. Proposal Section: N/A
2. PIA Exception\*: \_\_\_\_\_
3. Explanation of Why the Exception Applies: \_\_\_\_\_

\* The most commonly asserted exception is Texas Government Code §552.110 (trade secret, or commercial or financial information confidential by law).

Have you attached additional pages for Part 8? ☐ Yes ☒ No



State of Texas  
Health & Human Services Commission

Child Support Certification

I.

Section 231.006, Texas Family Code, as amended by Section 82 of House Bill No. 433, 74th Regular Legislative Session (Acts 1995, 74th Leg., R.S., ch. 751), prohibits the payment of state funds under a grant, contract, or loan to

- a person who is more than 30 days delinquent in the payment of child support, and
- a business entity in which such a person is the sole proprietor, partner, shareholder or owner with an ownership interest of at least 25%.

Section 231.006 further provides that a person or business entity that is ineligible to receive payments for the reasons stated above shall continue to be ineligible to receive payments from the state under a contract, grant, or loan until

- all arrearages have been paid, or
- the person is in compliance with a written repayment agreement or court order as to any existing delinquency.

Section 231.006 further requires each bid, or application for a contract, grant, or loan to include

- the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25% of the business entity submitting the bid or application, and
- the statement in Part III below.

Section 231.006 authorizes a state agency to terminate a contract if it determines that statement required below is inaccurate or false. In the event the statement is determined to be false, the vendor is liable to the state for attorney's fees, costs necessary to complete the contract (including the cost of advertising and awarding a second contract), and any other damages provided by law or contract.

II.

In accordance with Section 231.006, the names and social security numbers of the individual identified in the contract, bid, or application, or of each person with a minimum 25% ownership interest in the business entity identified therein are provided below.

Name

Social Security #

Esther Ashu

[REDACTED]

III.

As required by Section 231.006, the undersigned certifies the following:

*"Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment, and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."*

Signature

Ashu

Title

MP

Printed Name

Ashu, Esther

Date

4/20/16

**CERTIFICATION  
REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS**

Federal Executive Orders 12549 and 12689 require the Texas Health and Human Services Commission (HHSC) to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

In this certification "contractor" refers to both contractor and subcontractor; "contract" refers to both contract and subcontract.

By signing and submitting this certification the potential contractor accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, or the HHSC may pursue available remedies, including suspension and/or debarment.
2. The potential contractor will provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract", "debarred", "suspended", "ineligible", "participant", "person", "principal", "proposal", and "voluntarily excluded", as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in the attachment.
4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it will not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, and/or the HHSC, as applicable.

Do you have or do you anticipate having subcontractors under this proposed contract? ☐ Yes ☒ No

5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts" without modification, in all covered subcontracts and in solicitations for all covered subcontracts.
6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must, at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
7. Nothing contained in all the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, Department of Health and Human Services, United States Department of Agriculture, or other federal department or agency, as applicable, and/or the HHSC may pursue available remedies, including suspension and/or debarment.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS**

Indicate in the appropriate box which statement applies to the covered potential contractor:

- ☒ The potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency or by the State of Texas.
- ☐ The potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

Name of Potential Contractor <b>Ashu Health Plan</b>	Vendor ID No. or Social Security No. [REDACTED]	HHSC Contract No. (if applicable) <b>529-16-0094</b>
<b>Ashu Family Practice</b> Signature of Authorized Representative	<b>4/20/16</b> Date	<b>Esther Ashu, CMAA</b> Printed/Typed Name and Title of Authorized Representative

**CERTIFICATION  
REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS**

**DEFINITIONS**

**Covered Contracts/Subcontract.**

- (1) Any nonprocurement transaction which involves federal funds (regardless of amount and including such arrangements as subgrant and are between HHSC or its agents and another entity.
- (2) Any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$25,000) under a grant or subgrant.
- (3) Any procurement contract for goods or services between a participant and a person under a covered grant, subgrant, contract or subcontract, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction:
  - a. Principal investigators.
  - b. Providers of audit services required by the HHSC or federal funding source.
  - c. Researchers.

**Debarment.** An action taken by a debarring official in accordance with 45 CFR Part 76 (or comparable federal regulations) to exclude a person from participating in covered contracts. A person so excluded is "debarred".

**Grant.** An award of financial assistance, including cooperative agreements, in the form of money, or property in lieu of money, by the federal government to an eligible grantee.

**Ineligible.** Excluded from participation in federal nonprocurement programs pursuant to a determination of ineligibility under statutory, executive order, or regulatory authority, other than Executive Order 12549 and its agency implementing regulations; for example, excluded pursuant to the Davis-Bacon Act and its implementing regulations, the equal employment opportunity acts and executive orders, or the environmental protection acts and executive orders. A person is ineligible where the determination of ineligibility affects such person's eligibility to participate in more than one covered transaction.

**Participant.** Any person who submits a proposal for, enters into, or reasonably may be expected to enter into a covered contract. This term also includes any person who acts on behalf of or is authorized to commit a participant in a covered contract as an agent or representative of another participant.

**Person.** Any individual, corporation, partnership, association, unit of government, or legal entity, however organized, except: foreign governments or foreign governmental entities, public international organizations, foreign government owned (in whole or in part) or controlled entities, and entities consisting wholly or partially of foreign governments or foreign governmental entities.

**Principal.** Officer, director, owner, partner, key employee, or other person within a participant with primary management or supervisory responsibilities; or a person who has a critical influence on or substantive control over a covered contract whether or not the person is employed by the participant. Persons who have a critical influence on or substantive control over a covered transaction are:

- (1) Principal investigators.
- (2) Providers of audit services required by the HHSC or federal funding source.
- (3) Researchers.

**Proposal.** A solicited or unsolicited bid, application, request, invitation to consider or similar communication by or on behalf of a person seeking to receive a covered contract.

**Suspension.** An action taken by a suspending official in accordance with 45 CFR Part 76 (or comparable federal regulations) that immediately excludes a person from participating in covered contracts for a temporary period, pending completion of an investigation and such legal, debarment, or Program Fraud Civil Remedies Act proceedings as may ensue. A person so excluded is "suspended".

**Voluntary exclusion or voluntarily excluded.** A status of nonparticipation or limited participation in covered transactions assumed by a person pursuant to the terms of a settlement.

**CERTIFICATION REGARDING FEDERAL LOBBYING**  
(Certification for Contracts, Grants, Loans, and Cooperative Agreements)

**PREAMBLE**

Federal legislation, Section 319 of Public Law 101-121 generally prohibits entities from using federally appropriated funds to lobby the executive or legislative branches of the federal government. Section 319 specifically requires disclosure of certain lobbying activities. A federal government-wide rule, "New Restrictions on Lobbying", published in the Federal Register, February 26, 1990, requires certification and disclosure in specific instances and defines terms:

**Covered Awards and Subawards**--Contracts, grants, and cooperative agreements over the \$100,000 threshold need (1) certifications, and (2) disclosures, if required. (See certification term number 2 concerning disclosure.)

**Lobbying**--To lobby means "to influence or attempt to influence an officer or employee of any agency (federal), a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following covered federal actions:

- the awarding of any federal contract,
- the making of any federal grant,
- the making of any federal loan,
- the entering into of any cooperative agreement, and
- the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement".

**Limited Use of Appropriated Funds Not Prohibited**--The prohibition on using appropriated funds does not apply to activities by one's own employees with respect to:

- liaison activities with federal agencies and Congress not directly related to a covered federal action;
- providing any information specifically requested by a federal agency or Congress;
- discussion and/or demonstration of products or services if not related to a specific solicitation or a covered action; or
- professional and technical services in preparing, submitting or negotiating any bid, proposal or application for a federal contract, grant, loan or cooperative agreement or for meeting legal requirements conditional to receipt of any federal contract, grant, loan or cooperative agreement. (The prohibition also does not apply to such services provided by nonemployees for the same purposes.)

**Professional and Technical Services**--Professional and technical services shall be advice and analysis directly applying any professional or technical expertise. Note that the professional and technical services exemption is specifically limited to the merits of the matter.

**Other Allowable Activities**--The prohibition on use of federally appropriated funds does not apply to influencing activities not in connection with a specific covered federal action. These activities include those related to legislation and regulations for a program versus a specific covered federal action.

**Funds Other Than Federal Appropriations**--There is no federal restriction on the use of nonfederal funds to lobby the federal government for contracts, grants, and cooperative agreements.

**Applicability of Other State and Federal Requirements**--Neither the government-wide rule nor the law affect either (1) the applicability of cost principles in OMB circulars A-87 and A-122, or (2) riders to the Texas State Appropriations Acts which disallow use of state funds for lobbying.

**TERMS OF CERTIFICATION**

This certification applies only to the instant federal action for which the certification is being obtained and is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with these federally funded contract, subcontract, subgrant, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. (If needed, contact your Health and Human Services Commission procurement officer or contract manager to obtain a copy of Standard Form-LLL.)
3. The undersigned shall require that the language of this certification be included in the award documents for all covered subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all covered subrecipients will certify and disclose accordingly.

Do you have or do you anticipate having covered subawards under this transaction? ☐ Yes ☒ No

Name of Contractor/Potential Contractor <b>Health Care Family</b>	Vendor ID No. or Social Security No. <b>26-1722715</b>	HHS Contract No. (if applicable) <b>529-16-0094</b>
--	---	--

Name of Authorized Representative (type or print) <b>Asm</b>	Title <b>CMR</b>
---	---------------------

  
Signature--Authorized Representative

**4/20/16**  
Date

TEXAS HEALTH AND HUMAN SERVICES COMMISSION

ANTI-TRUST CERTIFICATION


STATE OF TEXAS

COUNTY OF TRAVIS

CONTRACTOR hereby certifies to HHSC that neither the CONTRACTOR, nor the person represented by the CONTRACTOR, nor any person acting for the represented person has:

- a. violated the antitrust laws codified by Chapter 15, Business & Commerce Code, or the federal antitrust laws; or
- b. directly or indirectly communicated the bid/offer associated with this contract to a competitor or other person engaged in the same line of business.

CONTRACTOR hereby assigns to HHSC any and all claims for overcharges associated with this contract arising under the anti-trust laws of the United States, 15 U.S.C.A. Section 1, et. seq. (1973), as amended, and the anti-trust laws of the State of Texas, TEX. Bus. & Comm Code Ann. Section 15.01, et. seq. (1967), as amended.

  
Authorized signature

E. Ashby / Health Now Family Practice  
Name of Contractor/Vendor

4/20/16  
Date

Ashby  
Printed Name of Individual

Corporate Counsel  
Title of Individual

Form Number: CPP0434

**TEXAS HEALTH AND HUMAN SERVICES COMMISSION  
ANTI-TRUST CERTIFICATION FORM**

**INSTRUCTIONS**

**PURPOSE:**

The contractor certifies that neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such a firm, corporation or institution has violated the antitrust laws of this state, federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Antitrust violations are activities or practices that are noncompetitive or that attempt to restrain trade or commerce.

**PROCEDURES:**

This form should be included in the contract package if the anti-trust certification is not part of required certifications included in the contract.

The HHSC Program/Division that originates the request for the new contract is responsible to ensure that this form is included in the contract package forwarded to Administrative Services Development (ASD) for review, approval and execution. The anti-trust certification applies to contracts established with private vendors only.

Effective Date: 04/02/2007

Revision Date:

Effective: August, 2004  
Revision Date: July 15, 2008

HHSC RFP No.: 512-16-0094  
Respondent's Name: The Heidi Group / Women's  
Wellness Coalition

### Respondent Information and Disclosures

*Instructions: This form must be submitted as an attachment to the respondent's proposal.*

<b>Part 1: General Respondent Information.</b>	
1. Organization's Legal Name: <u>The Heidi Group</u>	
2. Doing Business As: <u>Women's Wellness Coalition</u>	
3. Physical Address: <u>109 S Harris Street Ste 210 Round Rock TX 78664</u>	
4. Mailing Address: <u>PO Box 2050 Round Rock TX 78680</u>	
5. Taxpayer Identification Number: <u>74-2757919</u>	
6. Legal Status (check one): <input type="checkbox"/> For-profit Entity <input checked="" type="checkbox"/> Non-profit Entity <input type="checkbox"/> Governmental Entity	
7. Business Structure (check one): <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Limited (Liability) Company <input type="checkbox"/> Partnership <input type="checkbox"/> Limited (Liability) Partnership <input type="checkbox"/> Joint Venture <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other (specify): _____	
8. State of Incorporation, If Applicable: _____	
9. Name of Parent Entity, If Applicable: _____	
10. HUB Status (check one): <input type="checkbox"/> State of Texas Certified Entity <input checked="" type="checkbox"/> Non-HUB Entity	
<b>Part 2: Respondent Contact Information.</b>	
1. Person Who Will Sign the Contract: Name: <u>Carol Everett</u> Title: <u>Founder / CEO</u> Mailing Address: <u>109 S Harris Street Ste 210 Round Rock TX 78664</u> Telephone: <u>(512) 255-2088</u> Fax: <u>(512)255-2582</u> E-mail: <u>ce@heidigroup.org</u>	2. Primary Contact for Proposal Questions: Name: <u>Becky Dean</u> Title: <u>Director of Programs</u> Mailing Address: <u>109 S Harris Street Ste 210 Round Rock TX 78664</u> Telephone: <u>(512) 255-2088</u> Fax: <u>(512) 255-2582</u> E-mail: <u>becky@heidigroup.org</u>
<b>Part 3: Subcontractor Information. Provide the following information for each proposed subcontractor. Attach additional pages if necessary.</b>	
1. Organization's Legal Name: <u>Health Now Family Practice</u>	
2. Doing Business As: _____	
3. Physical Address: <u>1700 N Hampton Rd. STE 105 Desoto TX 75115</u>	



Effective: August, 2004  
Revision Date: July 15, 2008

HHSC RFP No.: **529-16-0094**  
Respondent's Name: **The Heidi Group / Women's  
Wellness Coalition**

4. Mailing Address: 1700 N Hampton Rd STE 105 Desoto TX 75115
5. Taxpayer Identification Number: [REDACTED]
6. Legal Status (check one): ☒ For-profit Entity ☐ Non-profit Entity  
☐ Governmental Entity
7. Business Structure (check one): ☒ Corporation ☐ Limited (Liability) Company  
☐ Partnership ☐ Limited (Liability) Partnership  
☐ Joint Venture ☐ Sole Proprietorship  
☐ Other (specify): \_\_\_\_\_
8. State of Incorporation, If Applicable: \_\_\_\_\_
9. Name of Parent Entity, If Applicable: \_\_\_\_\_
10. HUB Status (check one): ☐ State of Texas Certified Entity ☒ Non-HUB Entity

Have you attached additional pages for Part 3? ☐ Yes ☒ No

**Part 4: Former Employees of a State Agency. Identify all respondent or subcontractor personnel who have worked for HHSC or another health and human services agency in the past two years. Attach additional pages if necessary.**

1. Name of former state employee: N/A
2. Job title at termination of state employment: \_\_\_\_\_
3. Date of termination of state employment: \_\_\_\_\_
4. Annual rate of compensation at termination: \_\_\_\_\_
5. Description of job responsibilities while state employee: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. If the former state employee worked on matters relating to the RFP, describe those matters: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Have you attached additional pages for Part 4? ☐ Yes ☒ No

Effective: August, 2004  
Revision Date: July 15, 2008

HHSC RFP No.: **529-16-0094**  
Respondent's Name: **The Heidi Group/ Women's  
Wellness Coalition**

**Part 5: Conflicts of Interest. Describe all facts or circumstances that may give rise to a potential conflict of interest, and describe all measures the respondent and its subcontractors will take to ensure that these facts or circumstances do not create an actual conflict of interest. Attach additional pages if necessary.**

N/A

Have you attached additional pages for Part 5? ☐ Yes ☒ No

**Part 6: Litigation. Disclose all pending, resolved, or completed litigation, mediation, arbitration, or other alternative dispute resolution procedure involving the respondent within the past 36 months. Include the cause number, court, parties' names, subject matter, relief sought, amount in controversy, and final disposition or status. Provide the same information for all subcontractors. Attach additional pages if necessary.**

N/A

Have you attached additional pages for Part 6? ☐ Yes ☒ No

Effective: August, 2004  
Revision Date: July 15, 2008

HHSC RFP No.: 529-16-0094  
Respondent's Name: The Heidi Group/ Women's  
Wellness Coalition

**Part 7: Exceptions or Reservations to the RFP. List all exceptions, reservations, and limitations to the terms and conditions of the RFP, including HHSC's UTCs. Respondents may not raise additional issues during contract discussions or negotiations, and HHSC may take all stated exceptions, reservations, or limitations to the RFP's terms and conditions into account during proposal evaluation. Attach additional pages if necessary.**

N/A

Have you attached additional pages for Part 7? ☐ Yes ☒ No

**Part 8: Texas Public Information Act (PIA): Complete this part if you assert one or more parts of the proposal are excepted from disclosure under the PIA. Attach additional pages if necessary.**

1. Proposal Section: N/A
2. PIA Exception\*:
3. Explanation of Why the Exception Applies:

\* The most commonly asserted exception is Texas Government Code §552.110 (trade secret, or commercial or financial information confidential by law).

Have you attached additional pages for Part 8? ☐ Yes ☒ No



State of Texas  
Health & Human Services Commission

Child Support Certification

I.

Section 231.006, Texas Family Code, as amended by Section 82 of House Bill No. 433, 74th Regular Legislative Session (Acts 1995, 74th Leg., R.S., ch. 751), prohibits the payment of state funds under a grant, contract, or loan to

- a person who is more than 30 days delinquent in the payment of child support, and
- a business entity in which such a person is the sole proprietor, partner, shareholder or owner with an ownership interest of at least 25%.

Section 231.006 further provides that a person or business entity that is ineligible to receive payments for the reasons stated above shall continue to be ineligible to receive payments from the state under a contract, grant, or loan until

- all arrearages have been paid, or
- the person is in compliance with a written repayment agreement or court order as to any existing delinquency.

Section 231.006 further requires each bid, or application for a contract, grant, or loan to include

- the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25% of the business entity submitting the bid or application, and
- the statement in Part III below.

Section 231.006 authorizes a state agency to terminate a contract if it determines that statement required below is inaccurate or false. In the event the statement is determined to be false, the vendor is liable to the state for attorney's fees, costs necessary to complete the contract (including the cost of advertising and awarding a second contract), and any other damages provided by law or contract.

II.

In accordance with Section 231.006, the names and social security numbers of the individual identified in the contract, bid, or application, or of each person with a minimum 25% ownership interest in the business entity identified therein are provided below.

Name  
Cathy POWERS

Social Security #  
[REDACTED]

III.

As required by Section 231.006, the undersigned certifies the following:

*"Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment, and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."*

Cathy Powers  
Signature

Cathy POWERS  
Printed Name

FNP-DWNER  
Title

4-12-16  
Date

**CERTIFICATION  
REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS**

Federal Executive Orders 12549 and 12689 require the Texas Health and Human Services Commission (HHSC) to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

In this certification "contractor" refers to both contractor and subcontractor; "contract" refers to both contract and subcontract.

By signing and submitting this certification the potential contractor accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, or the HHSC may pursue available remedies, including suspension and/or debarment.
2. The potential contractor will provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract", "debarred", "suspended", "ineligible", "participant", "person", "principal", "proposal", and "voluntarily excluded", as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in the attachment.
4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it will not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, and/or the HHSC, as applicable.

Do you have or do you anticipate having subcontractors under this proposed contract? ..... ☐ Yes ☒ No

5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts" without modification, in all covered subcontracts and in solicitations for all covered subcontracts.
6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must, at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
7. Nothing contained in all the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, Department of Health and Human Services, United States Department of Agriculture, or other federal department or agency, as applicable, and/or the HHSC may pursue available remedies, including suspension and/or debarment.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS**

Indicate in the appropriate box which statement applies to the covered potential contractor:

- ☒ The potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency or by the State of Texas.
- ☐ The potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

Name of Potential Contractor <b>Cathy Powers FNP</b>		Vendor ID No. or Social Security No. [REDACTED]	HHSC Contract No. (if applicable) <b>529-16-0094</b>
Signature of Authorized Representative <i>Cathy Powers</i>		Printed/Typed Name and Title of Authorized Representative <b>Cathy Powers</b>	
Date 2/11/05			

**CERTIFICATION**  
**REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY**  
**AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS**

**DEFINITIONS**

**Covered Contracts/Subcontract.**

- (1) Any nonprocurement transaction which involves federal funds (regardless of amount and including such arrangements as subgrant and are between HHSC or its agents and another entity.
- (2) Any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$25,000) under a grant or subgrant.
- (3) Any procurement contract for goods or services between a participant and a person under a covered grant, subgrant, contract or subcontract, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction:
  - a. Principal investigators.
  - b. Providers of audit services required by the HHSC or federal funding source.
  - c. Researchers.

**Debarment.** An action taken by a debarring official in accordance with 45 CFR Part 76 (or comparable federal regulations) to exclude a person from participating in covered contracts. A person so excluded is "debarred".

**Grant.** An award of financial assistance, including cooperative agreements, in the form of money, or property in lieu of money, by the federal government to an eligible grantee.

**Ineligible.** Excluded from participation in federal nonprocurement programs pursuant to a determination of ineligibility under statutory, executive order, or regulatory authority, other than Executive Order 12549 and its agency implementing regulations; for example, excluded pursuant to the Davis-Bacon Act and its implementing regulations, the equal employment opportunity acts and executive orders, or the environmental protection acts and executive orders. A person is ineligible where the determination of ineligibility affects such person's eligibility to participate in more than one covered transaction.

**Participant.** Any person who submits a proposal for, enters into, or reasonably may be expected to enter into a covered contract. This term also includes any person who acts on behalf of or is authorized to commit a participant in a covered contract as an agent or representative of another participant.

**Person.** Any individual, corporation, partnership, association, unit of government, or legal entity, however organized, except: foreign governments or foreign governmental entities, public international organizations, foreign government owned (in whole or in part) or controlled entities, and entities consisting wholly or partially of foreign governments or foreign governmental entities.

**Principal.** Officer, director, owner, partner, key employee, or other person within a participant with primary management or supervisory responsibilities; or a person who has a critical influence on or substantive control over a covered contract whether or not the person is employed by the participant. Persons who have a critical influence on or substantive control over a covered transaction are:

- (1) Principal investigators.
- (2) Providers of audit services required by the HHSC or federal funding source.
- (3) Researchers.

**Proposal.** A solicited or unsolicited bid, application, request, invitation to consider or similar communication by or on behalf of a person seeking to receive a covered contract.

**Suspension.** An action taken by a suspending official in accordance with 45 CFR Part 76 (or comparable federal regulations) that immediately excludes a person from participating in covered contracts for a temporary period, pending completion of an investigation and such legal, debarment, or Program Fraud Civil Remedies Act proceedings as may ensue. A person so excluded is "suspended".

**Voluntary exclusion or voluntarily excluded.** A status of nonparticipation or limited participation in covered transactions assumed by a person pursuant to the terms of a settlement.

CERTIFICATION REGARDING FEDERAL LOBBYING  
(Certification for Contracts, Grants, Loans, and Cooperative Agreements)

PREAMBLE

Federal legislation, Section 319 of Public Law 101-121 generally prohibits entities from using federally appropriated funds to lobby the executive or legislative branches of the federal government. Section 319 specifically requires disclosure of certain lobbying activities. A federal government-wide rule, "New Restrictions on Lobbying", published in the Federal Register, February 26, 1990, requires certification and disclosure in specific instances and defines terms:

**Covered Awards and Subawards**--Contracts, grants, and cooperative agreements over the \$100,000 threshold need (1) certifications, and (2) disclosures, if required. (See certification term number 2 concerning disclosure.)

**Lobbying**--To lobby means "to influence or attempt to influence an officer or employee of any agency (federal), a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following covered federal actions:

- the awarding of any federal contract,
- the making of any federal grant,
- the making of any federal loan,
- the entering into of any cooperative agreement, and
- the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement."

**Limited Use of Appropriated Funds Not Prohibited**--The prohibition on using appropriated funds does not apply to activities by one's own employees with respect to:

- liaison activities with federal agencies and Congress not directly related to a covered federal action;
- providing any information specifically requested by a federal agency or Congress;
- discussion and/or demonstration of products or services if not related to a specific solicitation or a covered action; or
- professional and technical services in preparing, submitting or negotiating any bid, proposal or application for a federal contract, grant loan or cooperative agreement or for meeting legal requirements conditional to receipt of any federal contract, grant, loan or cooperative agreement. (The prohibition also does not apply to such services provided by nonemployees for the same purposes.)

**Professional and Technical Services**--Professional and technical services shall be advice and analysis directly applying any professional or technical expertise. Note that the professional and technical services exemption is specifically limited to the merits of the matter.

**Other Allowable Activities**--The prohibition on use of federally appropriated funds does not apply to influencing activities not in connection with a specific covered federal action. These activities include those related to legislation and regulations for a program versus a specific covered federal action.

**Funds Other Than Federal Appropriations**--There is no federal restriction on the use of nonfederal funds to lobby the federal government for contracts, grants, and cooperative agreements.

**Applicability of Other State and Federal Requirements**--Neither the government-wide rule nor the law affect either (1) the applicability of cost principles in GMB circulars A-87 and A-122, or (2) riders to the Texas State Appropriations Acts which disallow use of state funds for lobbying.

TERMS OF CERTIFICATION

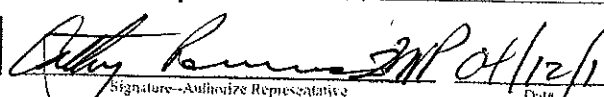
This certification applies only to the instant federal action for which the certification is being obtained and is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with these federally funded contract, subcontract, subgrant, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. (If needed, contact your Health and Human Services Commission procurement officer or contract manager to obtain a copy of Standard Form-LLL.)
3. The undersigned shall require that the language of this certification be included in the award documents for all covered subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all covered subrecipients will certify and disclose accordingly.

Do you have or do you anticipate having covered subawards under this transaction? ☐ Yes ☒ No

Name of Contractor/Potential Contractor <b>Hillside Family Health Clinic, PA</b>	Vendor ID No. or Social Security No. <b>752894016</b>	HHSC Contract No. (if applicable) <b>529-16-0094</b>
---	--	---

Name of Authorized Representative (type or print) <b>Cathy Powers</b>	Title <b>FDP-OWNER</b>	Signature--Authorized Representative  Date <b>04/12/14</b>
--	---------------------------	---

TEXAS HEALTH AND HUMAN SERVICES COMMISSION

ANTI-TRUST CERTIFICATION

STATE OF TEXAS

COUNTY OF TRAVIS

CONTRACTOR hereby certifies to HHSC that neither the CONTRACTOR, nor the person represented by the CONTRACTOR, nor any person acting for the represented person has:

- a. violated the antitrust laws codified by Chapter 15, Business & Commerce Code, or the federal antitrust laws; or
- b. directly or indirectly communicated the bid/offer associated with this contract to a competitor or other person engaged in the same line of business.

CONTRACTOR hereby assigns to HHSC any and all claims for overcharges associated with this contract arising under the anti-trust laws of the United States, 15 U.S.C.A. Section 1, et. seq. (1973), as amended, and the anti-trust laws of the State of Texas, TEX. Bus. & Comm Code Ann. Section 15.01, et. seq. (1967), as amended.

Cathy Powers      Owner Hillside Family Health Clinic  
Authorized signature

Cathy Powers      Owner  
Name of Contractor/Vendor

4-12-16  
Date

Cathy Powers  
Printed Name of Individual

FDP-Owner  
Title of Individual



Form Number: CPP0434

**TEXAS HEALTH AND HUMAN SERVICES COMMISSION  
ANTI-TRUST CERTIFICATION FORM**

**INSTRUCTIONS**

**PURPOSE:**

The contractor certifies that neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such a firm, corporation or institution has violated the antitrust laws of this state, federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Antitrust violations are activities or practices that are noncompetitive or that attempt to restrain trade or commerce.

**PROCEDURES:**

This form should be included in the contract package if the anti-trust certification is not part of required certifications included in the contract.

The HHSC Program/Division that originates the request for the new contract is responsible to ensure that this form is included in the contract package forwarded to Administrative Services Development (ASD) for review, approval and execution. The anti-trust certification applies to contracts established with private vendors only.

Effective Date: 04/02/2007

Revision Date:

Effective: August, 2004  
Revision Date: July 15, 2008

HHSC RFP No.: 529-16-0094  
Respondent's Name: The Heidi Group/Women's Wellness Coalition

### Respondent Information and Disclosures

Instructions: This form must be submitted as an attachment to the respondent's proposal.

<b>Part 1: General Respondent Information:</b>	
1. Organization's Legal Name: <u>The Heidi Group/Women's Wellness Coalition</u>	
2. Doing Business As: _____	
3. Physical Address: <u>109 S. Harris St. Ste. 210 Round Rock TX 78664</u>	
4. Mailing Address: <u>PO Box 2050 Round Rock TX 78680</u>	
5. Taxpayer Identification Number: <u>74-2757919</u>	
6. Legal Status (check one): <input type="checkbox"/> For-profit Entity <input checked="" type="checkbox"/> Non-profit Entity <input type="checkbox"/> Governmental Entity	
7. Business Structure (check one): <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Limited (Liability) Company <input type="checkbox"/> Partnership <input type="checkbox"/> Limited (Liability) Partnership <input type="checkbox"/> Joint Venture <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other (specify): _____	
8. State of Incorporation, If Applicable: _____	
9. Name of Parent Entity, If Applicable: _____	
10. HUB Status (check one): <input type="checkbox"/> State of Texas Certified Entity <input checked="" type="checkbox"/> Non-HUB Entity	
<b>Part 2: Respondent Contact Information:</b>	
1. Person Who Will Sign the Contract: Name: <u>Carol Everett</u> Title: <u>Founder/CEO</u> Mailing Address: <u>109 S. Harris St. Ste. 210 Round Rock TX 78664</u> Telephone: <u>(512) 255-2088</u> Fax: <u>(512) 255-2581</u> E-mail: <u>CE@heidigroup.org</u>	2. Primary Contact for Proposal Questions: Name: <u>Becky Dean</u> Title: <u>Director of Programs</u> Mailing Address: <u>109 S. Harris St. Ste. 210 Round Rock TX 78664</u> Telephone: <u>(512) 255-2088</u> Fax: <u>(512) 255-2581</u> E-mail: <u>becky@heidigroup.org</u>
<b>Part 3: Subcontractor Information. Provide the following information for each proposed subcontractor. Attach additional pages if necessary.</b>	
1. Organization's Legal Name: <u>Hillside Family Health Clinic PA</u>	
2. Doing Business As: _____	
3. Physical Address: <u>7130 Bell St. Amarillo TX 79109</u>	

Effective: August, 2004  
Revision Date: July 15, 2008

HHSC RFP No.: 529-16-0094  
Respondent's Name: The Heidi Group / Women's Wellness Coalition

4. Mailing Address: Same as physical
5. Taxpayer Identification Number: \_\_\_\_\_
6. Legal Status (check one): ☒ For-profit Entity ☐ Non-profit Entity  
☐ Governmental Entity
7. Business Structure (check one): ☒ Corporation ☐ Limited (Liability) Company  
☐ Partnership ☐ Limited (Liability) Partnership  
☐ Joint Venture ☐ Sole Proprietorship  
☐ Other (specify): \_\_\_\_\_
8. State of Incorporation, If Applicable: \_\_\_\_\_
9. Name of Parent Entity, If Applicable: \_\_\_\_\_
10. HUB Status (check one): ☒ State of Texas Certified Entity ☐ Non-HUB Entity

Have you attached additional pages for Part 3? ☐ Yes ☐ No

**Part 4: Former Employees of a State Agency. Identify all respondent or subcontractor personnel who have worked for HHSC or another health and human services agency in the past two years. Attach additional pages if necessary.**

1. Name of former state employee: N/A
2. Job title at termination of state employment: \_\_\_\_\_
3. Date of termination of state employment: \_\_\_\_\_
4. Annual rate of compensation at termination: \_\_\_\_\_
5. Description of job responsibilities while state employee: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. If the former state employee worked on matters relating to the RFP, describe those matters: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Have you attached additional pages for Part 4? ☐ Yes ☐ No

Effective: August, 2004  
Revision Date: July 15, 2008

HHSC RFP No.: 529-16-0094  
Respondent's Name: The Heidi Group/Women's Wellness Coalition

**Part 5: Conflicts of Interest.** Describe all facts or circumstances that may give rise to a potential conflict of interest, and describe all measures the respondent and its subcontractors will take to ensure that these facts or circumstances do not create an actual conflict of interest. Attach additional pages if necessary.

N/A

Have you attached additional pages for Part 5? ☐ Yes ☐ No

**Part 6: Litigation.** Disclose all pending, resolved, or completed litigation, mediation, arbitration, or other alternative dispute resolution procedure involving the respondent within the past 36 months. Include the cause number, court, parties' names, subject matter, relief sought, amount in controversy, and final disposition or status. Provide the same information for all subcontractors. Attach additional pages if necessary.

N/A

Have you attached additional pages for Part 6? ☐ Yes ☐ No

Effective: August 2004  
Revision Date: July 15, 2008

HHSC RFP No.: 529-16-0094  
Respondent's Name: The Heidi Group/Women's Wellness Coalition

**Part 7: Exceptions or Reservations to the RFP.** List all exceptions, reservations, and limitations to the terms and conditions of the RFP, including HHSC's UTCs. Respondents may not raise additional issues during contract discussions or negotiations; and HHSC may take all stated exceptions, reservations, or limitations to the RFP's terms and conditions into account during proposal evaluation. Attach additional pages if necessary.

N/A

Have you attached additional pages for Part 7? ☐ Yes ☐ No

**Part 8: Texas Public Information Act (PIA).** Complete this part if you assert one or more parts of the proposal are exempted from disclosure under the PIA. Attach additional pages if necessary.

1. Proposal Section: N/A
2. PIA Exception\*: \_\_\_\_\_
3. Explanation of Why the Exception Applies: \_\_\_\_\_

\* The most commonly asserted exception is Texas Government Code §552.110 (trade secret, or commercial or financial information confidential by law).

Have you attached additional pages for Part 8? ☐ Yes ☐ No



State of Texas  
Health & Human Services Commission

Child Support Certification

I.

Section 231.006, Texas Family Code, as amended by Section 82 of House Bill No. 433, 74th Regular Legislative Session (Acts 1995, 74th Leg., R.S., ch. 751), prohibits the payment of state funds under a grant, contract, or loan to

- a person who is more than 30 days delinquent in the payment of child support, and
- a business entity in which such a person is the sole proprietor, partner, shareholder or owner with an ownership interest of at least 25%.

Section 231.006 further provides that a person or business entity that is ineligible to receive payments for the reasons stated above shall continue to be ineligible to receive payments from the state under a contract, grant, or loan until

- all arrearages have been paid, or
- the person is in compliance with a written repayment agreement or court order as to any existing delinquency.

Section 231.006 further requires each bid, or application for a contract, grant, or loan to include

- the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25% of the business entity submitting the bid or application, and
- the statement in Part III below.

Section 231.006 authorizes a state agency to terminate a contract if it determines that statement required below is inaccurate or false. In the event the statement is determined to be false, the vendor is liable to the state for attorney's fees, costs necessary to complete the contract [including the cost of advertising and awarding a second contract], and any other damages provided by law or contract.

II.

In accordance with Section 231.006, the names and social security numbers of the individual identified in the contract, bid, or application, or of each person with a minimum 25% ownership interest in the business entity identified therein are provided below.

Name

Social Security #

Charity Farrer

[REDACTED]

III.

As required by Section 231.006, the undersigned certifies the following:

*"Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment, and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."*

*Charity Farrer*

Signature

Charity Farrer

Printed Name

*Executive Director*

Title

3-24-2016

Date

**CERTIFICATION**  
**REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY**  
**AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS**

Federal Executive Orders 12549 and 12689 require the Texas Health and Human Services Commission (HHSC) to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

In this certification "contractor" refers to both contractor and subcontractor; "contract" refers to both contract and subcontract.

By signing and submitting this certification the potential contractor accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, or the HHSC may pursue available remedies, including suspension and/or debarment.
2. The potential contractor will provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract", "debarred", "suspended", "ineligible", "participant", "person", "principal", "proposal", and "voluntarily excluded", as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in the attachment.
4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it will not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, and/or the HHSC, as applicable.

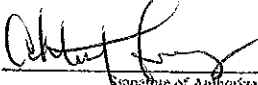
Do you have or do you anticipate having subcontractors under this proposed contract? ..... ☐ Yes ☒ No

5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts" without modification, in all covered subcontracts and in solicitations for all covered subcontracts.
6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must, at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
7. Nothing contained in all the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, Department of Health and Human Services, United States Department of Agriculture, or other federal department or agency, as applicable, and/or the HHSC may pursue available remedies, including suspension and/or debarment.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS**

Indicate in the appropriate box which statement applies to the covered potential contractor:

- ☒ The potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency or by the State of Texas.
- ☐ The potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

Name of Potential Contractor <b>Life Choices Medical Clinic</b>	Vendor ID No. or Social Security No. <b>74-2809910</b>	HHSC Contract No. (if applicable) <b>529-16-0094</b>
Signature of Authorized Representative 	Date <b>3-24-14</b>	Printed/Typed Name and Title of Authorized Representative <b>Charity Farmer, Executive Director</b>

**CERTIFICATION**  
**REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY**  
**AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS**

**DEFINITIONS**

**Covered Contracts/Subcontract.**

- (1) Any nonprocurement transaction which involves federal funds (regardless of amount and including such arrangements as subgrant and are between HHSC or its agents and another entity.
- (2) Any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$25,000) under a grant or subgrant.
- (3) Any procurement contract for goods or services between a participant and a person under a covered grant, subgrant, contract or subcontract, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction:
  - a. Principal investigators.
  - b. Providers of audit services required by the HHSC or federal funding source.
  - c. Researchers.

**Debarment.** An action taken by a debarring official in accordance with 45 CFR Part 76 (or comparable federal regulations) to exclude a person from participating in covered contracts. A person so excluded is "debarred".

**Grant.** An award of financial assistance, including cooperative agreements, in the form of money, or property in lieu of money, by the federal government to an eligible grantee.

**Ineligible.** Excluded from participation in federal nonprocurement programs pursuant to a determination of ineligibility under statutory, executive order, or regulatory authority, other than Executive Order 12549 and its agency implementing regulations; for example, excluded pursuant to the Davis-Bacon Act and its implement regulations, the equal employment opportunity acts and executive orders, or the environmental protection acts and executive orders. A person is ineligible where the determination of ineligibility affects such person's eligibility to participate in more than one covered transaction.

**Participant.** Any person who submits a proposal for, enters into, or reasonably may be expected to enter into a covered contract. This term also includes any person who acts on behalf of or is authorized to commit a participant in a covered contract as an agent or representative of another participant.

**Person.** Any individual, corporation, partnership, association, unit of government, or legal entity, however organized, except: foreign governments or foreign governmental entities, public international organizations, foreign government owned (in whole or in part) or controlled entities, and entities consisting wholly or partially of foreign governments or foreign governmental entities.

**Principal.** Officer, director, owner, partner, key employee, or other person within a participant with primary management or supervisory responsibilities; or a person who has a critical influence on or substantive control over a covered contract whether or not the person is employed by the participant. Persons who have a critical influence on or substantive control over a covered transaction are:

- (1) Principal investigators.
- (2) Providers of audit services required by the HHSC or federal funding source.
- (3) Researchers.

**Proposal.** A solicited or unsolicited bid, application, request, invitation to consider or similar communication by or on behalf of a person seeking to receive a covered contract.

**Suspension.** An action taken by a suspending official in accordance with 45 CFR Part 76 (or comparable federal regulations) that immediately excludes a person from participating in covered contracts for a temporary period, pending completion of an investigation and such legal, debarment, or Program Fraud Civil Remedies Act proceedings as may ensue. A person so excluded is "suspended".

**Voluntary exclusion or voluntarily excluded.** A status of nonparticipation or limited participation in covered transactions assumed by a person pursuant to the terms of a settlement.



**CERTIFICATION REGARDING FEDERAL LOBBYING**  
(Certification for Contracts, Grants, Loans, and Cooperative Agreements)

**PREAMBLE**

Federal legislation, Section 319 of Public Law 101-121 generally prohibits entities from using federally appropriated funds to lobby the executive or legislative branches of the federal government. Section 319 specifically requires disclosure of certain lobbying activities. A federal government-wide rule, "New Restrictions on Lobbying", published in the Federal Register, February 26, 1990, requires certification and disclosure in specific instances and defines terms:

**Covered Awards and Subawards**--Contracts, grants, and cooperative agreements over the \$100,000 threshold need (1) certifications, and (2) disclosures, if required. (See certification term number 2 concerning disclosure.)

**Lobbying**--To lobby means "to influence or attempt to influence an officer or employee of any agency (federal), a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following covered federal actions:

- the awarding of any federal contract,
- the making of any federal grant,
- the making of any federal loan,
- the entering into of any cooperative agreement, and
- the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement".

**Limited Use of Appropriated Funds Not Prohibited**--The prohibition on using appropriated funds does not apply to activities by one's own employees with respect to:

- liaison activities with federal agencies and Congress not directly related to a covered federal action;
- providing any information specifically requested by a federal agency or Congress;
- discussion and/or demonstration of products or services if not related to a specific solicitation or a covered action; or
- professional and technical services in preparing, submitting or negotiating any bid, proposal or application for a federal contract, grant loan or cooperative agreement or for meeting legal requirements conditional to receipt of any federal contract, grant, loan or cooperative agreement. (The prohibition also does not apply to such services provided by nonemployees for the same purposes.)

**Professional and Technical Services**--Professional and technical services shall be advice and analysis directly applying any professional or technical expertise. Note that the professional and technical services exemption is specifically limited to the merits of the matter.

**Other Allowable Activities**--The prohibition on use of federally appropriated funds does not apply to influencing activities not in connection with a specific covered federal action. These activities include those related to legislation and regulations for a program versus a specific covered federal action.

**Funds Other Than Federal Appropriations**--There is no federal restriction on the use of nonfederal funds to lobby the federal government for contracts, grants, and cooperative agreements.

**Applicability of Other State and Federal Requirements**--Neither the government-wide rule nor the law affect either (1) the applicability of cost principles in OMB circulars A-87 and A-122, or (2) riders to the Texas State Appropriations Acts which disallow use of state funds for lobbying.

**TERMS OF CERTIFICATION**

This certification applies only to the instant federal action for which the certification is being obtained and is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with these federally funded contract, subcontract, subgrant, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. (If needed, contact your Health and Human Services Commission procurement officer or contract manager to obtain a copy of Standard Form-LLL.)
3. The undersigned shall require that the language of this certification be included in the award documents for all covered subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all covered subrecipients will certify and disclose accordingly.

Do you have or do you anticipate having covered subawards under this transaction? ☐ Yes ☒ No

Name of Contractor/Potential Contractor <i>Life Choices Medical Clinic</i>	Vendor ID No. or Social Security No. <i>74-2809910</i>	HHSC Contract No. (if applicable) <i>529-16-0094</i>
---	---	---

Name of Authorized Representative (type or print) <i>Charity Farrar</i>	Title <i>Executive Director</i>	Signature--Authorize Representative <i>[Signature]</i>
		Date <i>3-24-16</i>

TEXAS HEALTH AND HUMAN SERVICES COMMISSION

ANTI-TRUST CERTIFICATION

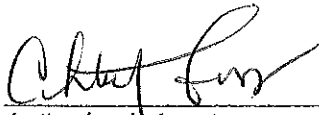
STATE OF TEXAS

COUNTY OF TRAVIS

CONTRACTOR hereby certifies to HHSC that neither the CONTRACTOR, nor the person represented by the CONTRACTOR, nor any person acting for the represented person has:

- a. violated the antitrust laws codified by Chapter 15, Business & Commerce Code, or the federal antitrust laws; or
- b. directly or indirectly communicated the bid/offer associated with this contract to a competitor or other person engaged in the same line of business.

CONTRACTOR hereby assigns to HHSC any and all claims for overcharges associated with this contract arising under the anti-trust laws of the United States, 15 U.S.C.A. Section 1, et. seq. (1973), as amended, and the anti-trust laws of the State of Texas, TEX. Bus. & Comm Code Ann. Section 15.01, et. seq. (1967), as amended.



Authorized signature

Life Choices Medical Clinic

Name of Contractor/Vendor

3-24-14

Date

Charidy Farnas

Printed Name of Individual

Executive Director

Title of Individual

Effective Date: 04/02/2007

Revision Date:

Form Number: CPP0434

**TEXAS HEALTH AND HUMAN SERVICES COMMISSION  
ANTI-TRUST CERTIFICATION FORM**

**INSTRUCTIONS**

**PURPOSE:**

The contractor certifies that neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such a firm, corporation or institution has violated the antitrust laws of this state, federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Antitrust violations are activities or practices that are noncompetitive or that attempt to restrain trade or commerce.

**PROCEDURES:**

This form should be included in the contract package if the anti-trust certification is not part of required certifications included in the contract.

The HHSC Program/Division that originates the request for the new contract is responsible to ensure that this form is included in the contract package forwarded to Administrative Services Development (ASD) for review, approval and execution. The anti-trust certification applies to contracts established with private vendors only.

Effective Date: 04/02/2007

Revision Date:

Effective: August 2004  
Revision Date: July 15, 2008

HHSC RFP No.: 529-16-0094  
Respondent's Name: The Heidi Group/ Women's  
Wellness Coalition

### Respondent Information and Disclosures

Instructions: This form must be submitted as an attachment to the respondent's proposal.

<b>Part 1: General Respondent Information</b>	
1. Organization's Legal Name: <u>The Heidi Group</u>	
2. Doing Business As: _____	
3. Physical Address: <u>109 S. Harris St. Ste 210 Round Rock TX 78664</u>	
4. Mailing Address: <u>PO Box 2050 Round Rock TX 78680</u>	
5. Taxpayer Identification Number: <u>74-2757919</u>	
6. Legal Status (check one): <input type="checkbox"/> For-profit Entity <input checked="" type="checkbox"/> Non-profit Entity <input type="checkbox"/> Governmental Entity	
7. Business Structure (check one): <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Limited (Liability) Company <input type="checkbox"/> Partnership <input type="checkbox"/> Limited (Liability) Partnership <input type="checkbox"/> Joint Venture <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other (specify): _____	
8. State of Incorporation, If Applicable: _____	
9. Name of Parent Entity, If Applicable: _____	
10. HUB Status (check one): <input type="checkbox"/> State of Texas Certified Entity <input checked="" type="checkbox"/> Non-HUB Entity	
<b>Part 2: Respondent Contact Information</b>	
1. Person Who Will Sign the Contract: Name: <u>Carol Everett</u> Title: <u>Founder/CEO</u> Mailing Address: <u>109 S. Harris St. Ste. 210 Round Rock TX 78664</u> Telephone: <u>(512) 255-2088</u> Fax: <u>(512) 255-2582</u> E-mail: <u>ce@heidigroup.org</u>	2. Primary Contact for Proposal Questions: Name: <u>Becky Dean</u> Title: <u>Director of Programs</u> Mailing Address: <u>109 S. Harris St. Ste. 210 Round Rock TX 78664</u> Telephone: <u>(512) 255-2088</u> Fax: <u>(512) 255-2582</u> E-mail: <u>becky@heidigroup.org</u>
<b>Part 3: Subcontractor Information. Provide the following information for each proposed subcontractor. Attach additional pages if necessary.</b>	
1. Organization's Legal Name: <u>AGAPE Pregnancy Help Center</u>	
2. Doing Business As: <u>Life Choices Medical Clinic</u>	
3. Physical Address: <u>3234 North Western, San Antonio TX 78238</u>	

Effective: August 2004  
Revision Date: July 15, 2008

HHSC RFP No.: 529-16-0094  
Respondent's Name: The Heidi Group/Women's  
Wellness Coalition

4. Mailing Address: Same

5. Taxpayer Identification Number: 74-2809910

6. Legal Status (check one): ☐ For-profit Entity ☒ Non-profit Entity  
☐ Governmental Entity

7. Business Structure (check one): ☒ Corporation ☐ Limited (Liability) Company  
☐ Partnership ☐ Limited (Liability) Partnership  
☐ Joint Venture ☐ Sole Proprietorship  
☐ Other (specify): \_\_\_\_\_

8. State of Incorporation, If Applicable: Texas

9. Name of Parent Entity, If Applicable: \_\_\_\_\_

10. HUB Status (check one): ☐ State of Texas Certified Entity ☒ Non-HUB Entity

Have you attached additional pages for Part 3? ☐ Yes ☒ No

**Part 4: Former Employees of a State Agency.** Identify all respondent or subcontractor personnel who have worked for HHSC or another health and human services agency in the past two years. Attach additional pages if necessary.

1. Name of former state employee: MLA

2. Job title at termination of state employment: \_\_\_\_\_

3. Date of termination of state employment: \_\_\_\_\_

4. Annual rate of compensation at termination: \_\_\_\_\_

5. Description of job responsibilities while state employee: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. If the former state employee worked on matters relating to the RFP, describe those matters: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Have you attached additional pages for Part 4? ☐ Yes ☐ No

Effective: August 2004  
Revision Date: July 15, 2008

HHSC RFP No.: 529-16-0094  
Respondent's Name: The Heidi Group/Women's  
Wellness Coalition

**Part 5: Conflicts of Interest.** Describe all facts or circumstances that may give rise to a potential conflict of interest, and describe all measures the respondent and its subcontractors will take to ensure that these facts or circumstances do not create an actual conflict of interest. Attach additional pages if necessary.

M/A

Have you attached additional pages for Part 5? ☐ Yes ☐ No

**Part 6: Litigation.** Disclose all pending, resolved, or completed litigation, mediation, arbitration, or other alternative dispute resolution procedure involving the respondent within the past 36 months. Include the cause number, court, parties' names, subject matter, relief sought, amount in controversy, and final disposition or status. Provide the same information for all subcontractors. Attach additional pages if necessary.

M/A

Have you attached additional pages for Part 6? ☐ Yes ☒ No

Effective: August, 2004  
Revision Date: July 15, 2008

HHSC RFP No.: 529-16-0094  
Respondent's Name: The Heidi Group/Women's  
Wellness Coalition

**Part 7: Exceptions or Reservations to the RFP.** List all exceptions, reservations, and limitations to the terms and conditions of the RFP, including HHSC's UTCs. Respondents may not raise additional issues during contract discussions or negotiations, and HHSC may take all stated exceptions, reservations, or limitations to the RFP's terms and conditions into account during proposal evaluation. Attach additional pages if necessary.

N/A

Have you attached additional pages for Part 7? ☐ Yes ☒ No

**Part 8: Texas Public Information Act (PIA).** Complete this part if you assert one or more parts of the proposal are excepted from disclosure under the PIA. Attach additional pages if necessary.

1. Proposal Section: N/A
2. PIA Exception\*: \_\_\_\_\_
3. Explanation of Why the Exception Applies: \_\_\_\_\_

\* The most commonly asserted exception is Texas Government Code §552.110 (trade secret, or commercial or financial information confidential by law).

Have you attached additional pages for Part 8? ☐ Yes ☒ No



State of Texas  
Health & Human Services Commission

Child Support Certification

I.

Section 231.006, Texas Family Code, as amended by Section 82 of House Bill No. 433, 74th Regular Legislative Session (Acts 1995, 74th Leg., R.S., ch. 751), prohibits the payment of state funds under a grant, contract, or loan to

- a person who is more than 30 days delinquent in the payment of child support, and
- a business entity in which such a person is the sole proprietor, partner, shareholder or owner with an ownership interest of at least 25%.

Section 231.006 further provides that a person or business entity that is ineligible to receive payments for the reasons stated above shall continue to be ineligible to receive payments from the state under a contract, grant, or loan until

- all arrearages have been paid, or
- the person is in compliance with a written repayment agreement or court order as to any existing delinquency.

Section 231.006 further requires each bid, or application for a contract, grant, or loan to include

- the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25% of the business entity submitting the bid or application, and
- the statement in Part III below.

Section 231.006 authorizes a state agency to terminate a contract if it determines that statement required below is inaccurate or false. In the event the statement is determined to be false, the vendor is liable to the state for attorney's fees, costs necessary to complete the contract [including the cost of advertising and awarding a second contract], and any other damages provided by law or contract.

II.

In accordance with Section 231.006, the names and social security numbers of the individual identified in the contract, bid, or application, or of each person with a minimum 25% ownership interest in the business entity identified therein are provided below.

Name

Social Security #

Clinica Betesda Corporation Pflugerville OBGYN, 100% owner EIN # 45-3855536

III.

As required by Section 231.006, the undersigned certifies the following:

*"Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment, and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."*

Signature

Maria Gutierrez, CEO

Printed Name

Title

4/4/2016

Date

Text



**CERTIFICATION  
REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS**

Federal Executive Orders 12549 and 12689 require the Texas Health and Human Services Commission (HHSC) to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

In this certification "contractor" refers to both contractor and subcontractor; "contract" refers to both contract and subcontract.

By signing and submitting this certification the potential contractor accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, or the HHSC may pursue available remedies, including suspension and/or debarment.
2. The potential contractor will provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract", "debarred", "suspended", "ineligible", "participant", "person", "principal", "proposal", and "voluntarily excluded", as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in the attachment.
4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it will not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, and/or the HHSC, as applicable.

Do you have or do you anticipate having subcontractors under this proposed contract? ☐ Yes ☒ No

5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts" without modification, in all covered subcontracts and in solicitations for all covered subcontracts.
6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must, at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
7. Nothing contained in all the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, Department of Health and Human Services, United States Department of Agriculture, or other federal department or agency, as applicable, and/or the HHSC may pursue available remedies, including suspension and/or debarment.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS**

Indicate in the appropriate box which statement applies to the covered potential contractor:

- ☒ The potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency or by the State of Texas.
- ☐ The potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

Name of Potential Contractor <b>Clinica Bethesda corp. Pflugerville OB/GYN</b>	Vendor ID No. or Social Security No. <b>45-3855536</b>	HHSC Contract No. (if applicable) <b>529-16-0094</b>
Signature of Authorized Representative 	Date <b>4/4/2016</b>	
Printed/Typed Name and Title of Authorized Representative <b>MARIA E. GUTIERREZ</b>		

**CERTIFICATION  
REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS**

**DEFINITIONS**

**Covered Contracts/Subcontract.**

- (1) Any nonprocurement transaction which involves federal funds (regardless of amount and including such arrangements as subgrant and are between HHSC or its agents and another entity.
- (2) Any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$25,000) under a grant or subgrant.
- (3) Any procurement contract for goods or services between a participant and a person under a covered grant, subgrant, contract or subcontract, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction:
  - a. Principal investigators.
  - b. Providers of audit services required by the HHSC or federal funding source.
  - c. Researchers.

**Debarment.** An action taken by a debarring official in accordance with 45 CFR Part 76 (or comparable federal regulations) to exclude a person from participating in covered contracts. A person so excluded is "debarred".

**Grant.** An award of financial assistance, including cooperative agreements, in the form of money, or property in lieu of money, by the federal government to an eligible grantee.

**Ineligible.** Excluded from participation in federal nonprocurement programs pursuant to a determination of ineligibility under statutory, executive order, or regulatory authority, other than Executive Order 12549 and its agency implementing regulations; for example, excluded pursuant to the Davis-Bacon Act and its implement regulations, the equal employment opportunity acts and executive orders, or the environmental protection acts and executive orders. A person is ineligible where the determination of ineligibility affects such person's eligibility to participate in more than one covered transaction.

**Participant.** Any person who submits a proposal for, enters into, or reasonably may be expected to enter into a covered contract. This term also includes any person who acts on behalf of or is authorized to commit a participant in a covered contract as an agent or representative of another participant.

**Person.** Any individual, corporation, partnership, association, unit of government, or legal entity, however organized, except: foreign governments or foreign governmental entities, public international organizations, foreign government owned (in whole or in part) or controlled entities, and entities consisting wholly or partially of foreign governments or foreign governmental entities.

**Principal.** Officer, director, owner, partner, key employee, or other person within a participant with primary management or supervisory responsibilities; or a person who has a critical influence on or substantive control over a covered contract whether or not the person is employed by the participant. Persons who have a critical influence on or substantive control over a covered transaction are:

- (1) Principal investigators.
- (2) Providers of audit services required by the HHSC or federal funding source.
- (3) Researchers.

**Proposal.** A solicited or unsolicited bid, application, request, invitation to consider or similar communication by or on behalf of a person seeking to receive a covered contract.

**Suspension.** An action taken by a suspending official in accordance with 45 CFR Part 76 (or comparable federal regulations) that immediately excludes a person from participating in covered contracts for a temporary period, pending completion of an investigation and such legal, debarment, or Program Fraud Civil Remedies Act proceedings as may ensue. A person so excluded is "suspended".

**Voluntary exclusion or voluntarily excluded.** A status of nonparticipation or limited participation in covered transactions assumed by a person pursuant to the terms of a settlement.

**CERTIFICATION REGARDING FEDERAL LOBBYING**  
(Certification for Contracts, Grants, Loans, and Cooperative Agreements)

**PREAMBLE**

Federal legislation, Section 319 of Public Law 101-121 generally prohibits entities from using federally appropriated funds to lobby the executive or legislative branches of the federal government. Section 319 specifically requires disclosure of certain lobbying activities. A federal government-wide rule, "New Restrictions on Lobbying", published in the Federal Register, February 26, 1990, requires certification and disclosure in specific instances and defines terms:

**Covered Awards and Subawards**--Contracts, grants, and cooperative agreements over the \$100,000 threshold need (1) certifications, and (2) disclosures, if required. (See certification term number 2 concerning disclosure.)

**Lobbying**--To lobby means "to influence or attempt to influence an officer or employee of any agency (federal), a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following covered federal actions:

- the awarding of any federal contract,
- the making of any federal grant,
- the making of any federal loan,
- the entering into of any cooperative agreement, and
- the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement".

**Limited Use of Appropriated Funds Not Prohibited**--The prohibition on using appropriated funds does not apply to activities by one's own employees with respect to:

- liaison activities with federal agencies and Congress not directly related to a covered federal action;
- providing any information specifically requested by a federal agency or Congress;
- discussion and/or demonstration or products or services if not related to a specific solicitation or a covered action; or
- professional and technical services in preparing, submitting or negotiating any bid, proposal or application for a federal contract, grant loan or cooperative agreement or for meeting legal requirements conditional to receipt of any federal contract, grant, loan or cooperative agreement. (The prohibition also does not apply to such services provided by nonemployees for the same purposes.)

**Professional and Technical Services**--Professional and technical services shall be advice and analysis directly applying any professional or technical expertise. Note that the professional and technical services exemption is specifically limited to the merits of the matter.

**Other Allowable Activities**--The prohibition on use of federally appropriated funds does not apply to influencing activities not in connection with a specific covered federal action. These activities include those related to legislation and regulations for a program versus a specific covered federal action.

**Funds Other Than Federal Appropriations**--There is no federal restriction on the use of nonfederal funds to lobby the federal government for contracts, grants, and cooperative agreements.

**Applicability of Other State and Federal Requirements**--Neither the government-wide rule nor the law affect either (1) the applicability of cost principles in OMB circulars A-87 and A-122, or (2) riders to the Texas State Appropriations Acts which disallow use of state funds for lobbying.

**TERMS OF CERTIFICATION**

This certification applies only to the instant federal action for which the certification is being obtained and is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with these federally funded contract, subcontract, subgrant, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. (If needed, contact your Health and Human Services Commission procurement officer or contract manager to obtain a copy of Standard Form-LLL.)
3. The undersigned shall require that the language of this certification be included in the award documents for all covered subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all covered subrecipients will certify and disclose accordingly.

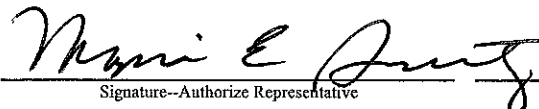
Do you have or do you anticipate having covered subawards under this transaction? ..... ☐ Yes ☒ No

Name of Contractor/Potential Contractor <b>Pflugerville OBGYN</b>	Vendor ID No. or Social Security No. <b>45-385536</b>	HHSC Contract No. (if applicable) <b>529-16-0094</b>
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Name of Authorized Representative (type or print) <b>Maria Gutierrez</b>	Title <b>CEO</b>
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Signature--Authorize Representative

Date

 **4/19/16**

TEXAS HEALTH AND HUMAN SERVICES COMMISSION

ANTI-TRUST CERTIFICATION

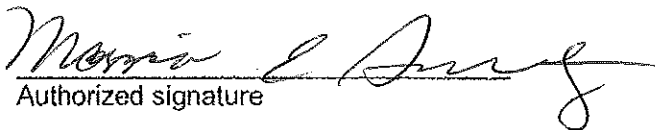
STATE OF TEXAS

COUNTY OF TRAVIS

CONTRACTOR hereby certifies to HHSC that neither the CONTRACTOR, nor the person represented by the CONTRACTOR, nor any person acting for the represented person has:

- a. violated the antitrust laws codified by Chapter 15, Business & Commerce Code, or the federal antitrust laws; or
- b. directly or indirectly communicated the bid/offer associated with this contract to a competitor or other person engaged in the same line of business.

CONTRACTOR hereby assigns to HHSC any and all claims for overcharges associated with this contract arising under the anti-trust laws of the United States, 15 U.S.C.A. Section 1, et. seq. (1973), as amended, and the anti-trust laws of the State of Texas, TEX. Bus. & Comm Code Ann. Section 15.01, et. seq. (1967), as amended.

  
Authorized signature

Clinica Betesda Corp. Pflugerville OBGYN  
Name of Contractor/Vendor

04/04/2016  
Date

Maria E Gutierrez  
Printed Name of Individual

CEO  
Title of Individual

Form Number: CPP0434

**TEXAS HEALTH AND HUMAN SERVICES COMMISSION  
ANTI-TRUST CERTIFICATION FORM**

**INSTRUCTIONS**

**PURPOSE:**

The contractor certifies that neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such a firm, corporation or institution has violated the antitrust laws of this state, federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Antitrust violations are activities or practices that are noncompetitive or that attempt to restrain trade or commerce.

**PROCEDURES:**

This form should be included in the contract package if the anti-trust certification is not part of required certifications included in the contract.

The HHSC Program/Division that originates the request for the new contract is responsible to ensure that this form is included in the contract package forwarded to Administrative Services Development (ASD) for review, approval and execution. The anti-trust certification applies to contracts established with private vendors only.

Effective Date: 04/02/2007

Revision Date:

Effective: August, 2004  
Revision Date: July 15, 2008

HHSC RFP No.: 529-16-0094  
Respondent's Name: The Heidi Group/  
Women's Wellness Coalition

### Respondent Information and Disclosures

Instructions: This form must be submitted as an attachment to the respondent's proposal.

<b>Part 1: General Respondent Information.</b>	
1. Organization's Legal Name: <u>The Heidi Group/Women's Wellness Coalition</u>	
2. Doing Business As: _____	
3. Physical Address: <u>109 S. Harris St. Ste 210 Round Rock TX 78664</u>	
4. Mailing Address: <u>PO Box 2050 Round Rock TX 78680</u>	
5. Taxpayer Identification Number: <u>74-2757919</u>	
6. Legal Status (check one): <input type="checkbox"/> For-profit Entity <input checked="" type="checkbox"/> Non-profit Entity <input type="checkbox"/> Governmental Entity	
7. Business Structure (check one): <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Limited (Liability) Company <input type="checkbox"/> Partnership <input type="checkbox"/> Limited (Liability) Partnership <input type="checkbox"/> Joint Venture <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other (specify): _____	
8. State of Incorporation, If Applicable: _____	
9. Name of Parent Entity, If Applicable: _____	
10. HUB Status (check one): <input type="checkbox"/> State of Texas Certified Entity <input checked="" type="checkbox"/> Non-HUB Entity	
<b>Part 2: Respondent Contact Information.</b>	
1. Person Who Will Sign the Contract: Name: <u>Carol Everett</u> Title: <u>Founder/CEO</u> Mailing Address: <u>109 S. Harris St. Ste. 210 Round Rock TX 78664</u> Telephone: <u>(512) 255-2088</u> Fax: <u>(512) 255-2582</u> E-mail: <u>ce@heidigroup.org</u>	2. Primary Contact for Proposal Questions: Name: <u>Becky Dean</u> Title: <u>Director of Programs</u> Mailing Address: <u>109 S. Harris St. Ste. 210 Round Rock TX 78664</u> Telephone: <u>(512) 255-2088</u> Fax: <u>(512) 255-2582</u> E-mail: <u>becky@heidigroup.org</u>
<b>Part 3: Subcontractor Information. Provide the following information for each proposed subcontractor. Attach additional pages if necessary.</b>	
1. Organization's Legal Name: <u>Clinica Betesda Corp Pflugerville</u>	
2. Doing Business As: _____	
3. Physical Address: <u>1100 Grand Avenue Parkway Pflugerville TX 78660 Suite 106</u>	

Effective: August 2004  
Revision Date: July 15, 2008

HHSC RFP No.: 529-16-0094  
Respondent's Name: The Heidi Group/  
Women's Wellness Coalition

4. Mailing Address: 408 Fontaine Pt Ct Leander TX 78641

5. Taxpayer Identification Number: 45395536

6. Legal Status (check one):  
☐ For-profit Entity ☒ Non-profit Entity  
☐ Governmental Entity

7. Business Structure (check one):  
☒ Corporation ☐ Limited (Liability) Company  
☐ Partnership ☐ Limited (Liability) Partnership  
☐ Joint Venture ☐ Sole Proprietorship  
☐ Other (specify):

8. State of Incorporation, If Applicable: Texas

9. Name of Parent Entity, If Applicable:

10. HUB Status (check one): ☐ State of Texas Certified Entity ☒ Non-HUB Entity

Have you attached additional pages for Part 3? ☐ Yes ☒ No

**Part 4: Former Employees of a State Agency. Identify all respondent or subcontractor personnel who have worked for HHSC or another health and human services agency in the past two years. Attach additional pages if necessary.**

1. Name of former state employee:

2. Job title at termination of state employment: N/A

3. Date of termination of state employment:

4. Annual rate of compensation at termination:

5. Description of job responsibilities while state employee:

6. If the former state employee worked on matters relating to the RFP, describe those matters:

Have you attached additional pages for Part 4? ☐ Yes ☒ No

Effective: August 2004  
Revision Date: July 15, 2008

HHSC RFP No.: 529-16-0094  
Respondent's Name: The Heidi Group /  
Women's Wellness Coalition

**Part 5: Conflicts of Interest.** Describe all facts or circumstances that may give rise to a potential conflict of interest, and describe all measures the respondent and its subcontractors will take to ensure that these facts or circumstances do not create an actual conflict of interest. Attach additional pages if necessary.

N/A

Have you attached additional pages for Part 5? ☐ Yes ☒ No

**Part 6: Litigation.** Disclose all pending, resolved, or completed litigation, mediation, arbitration, or other alternative dispute resolution procedure involving the respondent within the past 36 months. Include the cause number, court, parties' names, subject matter, relief sought, amount in controversy, and final disposition or status. Provide the same information for all subcontractors. Attach additional pages if necessary.

N/A

Have you attached additional pages for Part 6? ☐ Yes ☒ No



Effective: August, 2004  
Revision Date: July 15, 2008

HHSC RFP No.: 529-16-0094  
Respondent's Name: The Heidi Group/  
Women's Wellness Coalition

**Part 7: Exceptions or Reservations to the RFP.** List all exceptions, reservations, and limitations to the terms and conditions of the RFP, including HHSC's UTCs. Respondents may not raise additional issues during contract discussions or negotiations, and HHSC may take all stated exceptions, reservations, or limitations to the RFP's terms and conditions into account during proposal evaluation. Attach additional pages if necessary.

N/A

Have you attached additional pages for Part 7? ☐ Yes ☒ No

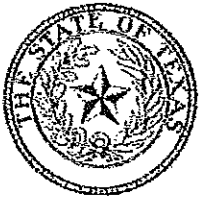
**Part 8: Texas Public Information Act (PIA):** Complete this part if you assert one or more parts of the proposal are excepted from disclosure under the PIA. Attach additional pages if necessary.

1. Proposal Section: \_\_\_\_\_
2. PIA Exception\*: \_\_\_\_\_
3. Explanation of Why the Exception Applies: \_\_\_\_\_

N/A

\* The most commonly asserted exception is Texas Government Code §552.110 (trade secret, or commercial or financial information confidential by law).

Have you attached additional pages for Part 8? ☐ Yes ☒ No



State of Texas  
Health & Human Services Commission

Child Support Certification

I.

Section 231.006, Texas Family Code, as amended by Section 82 of House Bill No. 433, 74th Regular Legislative Session (Acts 1995, 74th Leg., R.S., ch. 751), prohibits the payment of state funds under a grant, contract, or loan to

- a person who is more than 30 days delinquent in the payment of child support, and
- a business entity in which such a person is the sole proprietor, partner, shareholder or owner with an ownership interest of at least 25%.

Section 231.006 further provides that a person or business entity that is ineligible to receive payments for the reasons stated above shall continue to be ineligible to receive payments from the state under a contract, grant, or loan until

- all arrearages have been paid, or
- the person is in compliance with a written repayment agreement or court order as to any existing delinquency.

Section 231.006 further requires each bid, or application for a contract, grant, or loan to include

- the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25% of the business entity submitting the bid or application, and
- the statement in Part III below.

Section 231.006 authorizes a state agency to terminate a contract if it determines that statement required below is inaccurate or false. In the event the statement is determined to be false, the vendor is liable to the state for attorney's fees, costs necessary to complete the contract [including the cost of advertising and awarding a second contract], and any other damages provided by law or contract.

II.

In accordance with Section 231.006, the names and social security numbers of the individual identified in the contract, bid, or application, or of each person with a minimum 25% ownership interest in the business entity identified therein are provided below.

Name

Social Security #

Sherry Tenison

[REDACTED]

III.

As required by Section 231.006, the undersigned certifies the following:

*"Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment, and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."*

Signature

Printed Name

Sherry Tenison

Title

Date

Director

4-6-16

**CERTIFICATION  
REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS**

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In this certification "contractor" refers to both contractor and subcontractor; "contract" refers to both contract and subcontract.

By signing and submitting this certification the potential contractor accepts the following terms:

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2. The potential contractor will provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract", "debarred", "suspended", "ineligible", "participant", "person", "principal", "proposal", and "voluntarily excluded", as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in the attachment.
4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it will not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, and/or the HHSC, as applicable.

Do you have or do you anticipate having subcontractors under this proposed contract? ☐ Yes ☒ No

5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts" without modification, in all covered subcontracts and in solicitations for all covered subcontracts.
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7. Nothing contained in all the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, Department of Health and Human Services, United States Department of Agriculture, or other federal department or agency, as applicable, and/or the HHSC may pursue available remedies, including suspension and/or debarment.

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Name of Potential Contractor	Vendor ID No. or Social Security No.	HHSC Contract No. (if applicable)
Signature of Authorized Representative	Date	Printed/Typed Name and Title of Authorized Representative

4-6-16

Sherry Tenison Director

**CERTIFICATION  
REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS**

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**Participant.** Any person who submits a proposal for, enters into, or reasonably may be expected to enter into a covered contract. This term also includes any person who acts on behalf of or is authorized to commit a participant in a covered contract as an agent or representative of another participant.

**Person.** Any individual, corporation, partnership, association, unit of government, or legal entity, however organized, except: foreign governments or foreign governmental entities, public international organizations, foreign government owned (in whole or in part) or controlled entities, and entities consisting wholly or partially of foreign governments or foreign governmental entities.

**Principal.** Officer, director, owner, partner, key employee, or other person within a participant with primary management or supervisory responsibilities; or a person who has a critical influence on or substantive control over a covered contract whether or not the person is employed by the participant. Persons who have a critical influence on or substantive control over a covered transaction are:

- (1) Principal investigators.
- (2) Providers of audit services required by the HHSC or federal funding source.
- (3) Researchers.

**Proposal.** A solicited or unsolicited bid, application, request, invitation to consider or similar communication by or on behalf of a person seeking to receive a covered contract.

**Suspension.** An action taken by a suspending official in accordance with 45 CFR Part 76 (or comparable federal regulations) that immediately excludes a person from participating in covered contracts for a temporary period, pending completion of an investigation and such legal, debarment, or Program Fraud Civil Remedies Act proceedings as may ensue. A person so excluded is "suspended".

**Voluntary exclusion or voluntarily excluded.** A status of nonparticipation or limited participation in covered transactions assumed by a person pursuant to the terms of a settlement.

**CERTIFICATION REGARDING FEDERAL LOBBYING**  
(Certification for Contracts, Grants, Loans, and Cooperative Agreements)

**PREAMBLE**

Federal legislation, Section 319 of Public Law 101-121 generally prohibits entities from using federally appropriated funds to lobby the executive or legislative branches of the federal government. Section 319 specifically requires disclosure of certain lobbying activities. A federal government-wide rule, "New Restrictions on Lobbying", published in the Federal Register, February 26, 1990, requires certification and disclosure in specific instances and defines terms:

**Covered Awards and Subawards**--Contracts, grants, and cooperative agreements over the \$100,000 threshold need (1) certifications, and (2) disclosures, if required. (See certification term number 2 concerning disclosure.)

**Lobbying**--To lobby means "to influence or attempt to influence an officer or employee of any agency (federal), a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following covered federal actions:

- the awarding of any federal contract,
- the making of any federal grant,
- the making of any federal loan,
- the entering into of any cooperative agreement, and
- the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement."

**Limited Use of Appropriated Funds Not Prohibited**--The prohibition on using appropriated funds does not apply to activities by one's own employees with respect to:

- liaison activities with federal agencies and Congress not directly related to a covered federal action;
- providing any information specifically requested by a federal agency or Congress;
- discussion and/or demonstration or products or services if not related to a specific solicitation or a covered action; or
- professional and technical services in preparing, submitting or negotiating any bid, proposal or application for a federal contract, grant loan, or cooperative agreement or for meeting legal requirements conditional to receipt of any federal contract, grant, loan or cooperative agreement. (The prohibition also does not apply to such services provided by nonemployees for the same purposes.)

**Professional and Technical Services**--Professional and technical services shall be advice and analysis directly applying any professional or technical expertise. Note that the professional and technical services exemption is specifically limited to the merits of the matter.

**Other Allowable Activities**--The prohibition on use of federally appropriated funds does not apply to influencing activities not in connection with a specific covered federal action. These activities include those related to legislation and regulations for a program versus a specific covered federal action.

**Funds Other Than Federal Appropriations**--There is no federal restriction on the use of nonfederal funds to lobby the federal government for contracts, grants, and cooperative agreements.

**Applicability of Other State and Federal Requirements**--Neither the government-wide rule nor the law affect either (1) the applicability of cost principles in OMB circulars A-87 and A-122, or (2) riders to the Texas State Appropriations Acts which disallow use of state funds for lobbying.

**TERMS OF CERTIFICATION**

This certification applies only to the instant federal action for which the certification is being obtained and is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with these federally funded contract, subcontract, subgrant, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. (If needed, contact your Health and Human Services Commission procurement officer or contract manager to obtain a copy of Standard Form-LLL.)
3. The undersigned shall require that the language of this certification be included in the award documents for all covered subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all covered subrecipients will certify and disclose accordingly.

Do you have or do you anticipate having covered subawards under this transaction? ☐ Yes ☒ No

Name of Contractor/Potential Contractor <b>Sherry Tenison</b>	Vendor ID No. or Social Security No. <div style="background-color: black; width: 100%; height: 1.2em;"></div>	HHS Contract No. (if applicable) <b>529-16-0094</b>
--	--	--

Name of Authorized Representative (type or print) <b>Sherry Tenison</b>	Title <b>Director</b>
--	--------------------------

Signature--Authorize Representative

**4/6/2016**

Date

TEXAS HEALTH AND HUMAN SERVICES COMMISSION

ANTI-TRUST CERTIFICATION

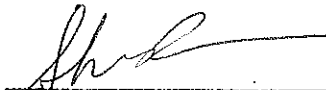
STATE OF TEXAS

COUNTY OF TRAVIS

CONTRACTOR hereby certifies to HHSC that neither the CONTRACTOR, nor the person represented by the CONTRACTOR, nor any person acting for the represented person has:

- a. violated the antitrust laws codified by Chapter 15, Business & Commerce Code, or the federal antitrust laws; or
- b. directly or indirectly communicated the bid/offer associated with this contract to a competitor or other person engaged in the same line of business.

CONTRACTOR hereby assigns to HHSC any and all claims for overcharges associated with this contract arising under the anti-trust laws of the United States, 15 U.S.C.A. Section 1, et. seq. (1973), as amended, and the anti-trust laws of the State of Texas, TEX. Bus. & Comm Code Ann. Section 15.01, et. seq. (1967), as amended.



Authorized signature

Tenison Women Health Center  
Name of Contractor/Vendor

4-6-16  
Date

Sherry Tenison  
Printed Name of Individual

Director  
Title of Individual

**TEXAS HEALTH AND HUMAN SERVICES COMMISSION  
ANTI-TRUST CERTIFICATION FORM**

**INSTRUCTIONS**

**PURPOSE:**

The contractor certifies that neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such a firm, corporation or institution has violated the antitrust laws of this state, federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Antitrust violations are activities or practices that are noncompetitive or that attempt to restrain trade or commerce.

**PROCEDURES:**

This form should be included in the contract package if the anti-trust certification is not part of required certifications included in the contract.

The HHSC Program/Division that originates the request for the new contract is responsible to ensure that this form is included in the contract package forwarded to Administrative Services Development (ASD) for review, approval and execution. The anti-trust certification applies to contracts established with private vendors only.

Effective: August 2004  
Revision Date: July 15, 2008

HHSC RFP No.: 529-16-0094  
Respondent's Name: The Heidi Group/Women's Wellness Coalition

### Respondent Information and Disclosures

Instructions: This form must be submitted as an attachment to the respondent's proposal.

#### Part 1: General Respondent Information

1. Organization's Legal Name: The Heidi Group
2. Doing Business As: Women's Wellness Coalition
3. Physical Address: 109 S. Harris St. Ste. 210 Round Rock TX 78664
4. Mailing Address: PO Box 2050 Round Rock TX 78680
5. Taxpayer Identification Number: 74-2757919
6. Legal Status (check one):  
☐ For-profit Entity ☒ Non-profit Entity  
☐ Governmental Entity
7. Business Structure (check one):  
☒ Corporation ☐ Limited (Liability) Company  
☐ Partnership ☐ Limited (Liability) Partnership  
☐ Joint Venture ☐ Sole Proprietorship  
☐ Other (specify): \_\_\_\_\_
8. State of Incorporation, If Applicable: \_\_\_\_\_
9. Name of Parent Entity, If Applicable: \_\_\_\_\_
10. HUB Status (check one): ☐ State of Texas Certified Entity ☒ Non-HUB Entity

#### Part 2: Respondent Contact Information

- |   |  |
|---|--|
| 1. Person Who Will Sign the Contract:<br>Name: <u>Carol Everett</u><br>Title: <u>CEO/ Founder</u><br>Mailing Address: <u>109 S. Harris St. Ste. 210 Round Rock TX 78664</u><br>Telephone: <u>(512) 255-2088</u><br>Fax: <u>(512) 255-2582</u><br>E-mail: <u>ce@heidigroup.org</u> | 2. Primary Contact for Proposal Questions:<br>Name: <u>Becky Dean</u><br>Title: <u>Director of Programs</u><br>Mailing Address: <u>109 S. Harris St. Ste. 210 Round Rock TX 78664</u><br>Telephone: <u>(512) 255-2088</u><br>Fax: <u>(512) 255-2582</u><br>E-mail: <u>becky@heidigroup.org</u> |
|---|--|

#### Part 3: Subcontractor Information. Provide the following information for each proposed subcontractor. Attach additional pages if necessary.

1. Organization's Legal Name: Tenison Women Health Center
2. Doing Business As: \_\_\_\_\_
3. Physical Address: 617 W Moore Ave Ste B Terrell, TX 75160  
5505 Broadway Blvd Ste B  
Garland TX 75043  
2914 S Buckner Ste. B  
Dallas TX 75221



Effective: August, 2004  
Revision Date: July 15, 2008

HHSC RFP No. 529-16-0094  
Respondent's Name: The Heidi Group/Women's  
Wellness Coalition

4. Mailing Address: Same as physical
5. Taxpayer Identification Number: 331095043
6. Legal Status (check one): ☒ For-profit Entity ☐ Non-profit Entity  
☐ Governmental Entity
7. Business Structure (check one): ☒ Corporation ☐ Limited (Liability) Company  
☐ Partnership ☐ Limited (Liability) Partnership  
☐ Joint Venture ☐ Sole Proprietorship  
☐ Other (specify): \_\_\_\_\_
8. State of Incorporation, If Applicable: \_\_\_\_\_
9. Name of Parent Entity, If Applicable: \_\_\_\_\_
10. HUB Status (check one): ☐ State of Texas Certified Entity ☒ Non-HUB Entity

Have you attached additional pages for Part 3? ☐ Yes ☒ No

**Part 4: Former Employees of a State Agency. Identify all respondent or subcontractor personnel who have worked for HHSC or another health and human services agency in the past two years. Attach additional pages if necessary.**

N/A

1. Name of former state employee: \_\_\_\_\_
2. Job title at termination of state employment: \_\_\_\_\_
3. Date of termination of state employment: \_\_\_\_\_
4. Annual rate of compensation at termination: \_\_\_\_\_
5. Description of job responsibilities while state employee: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
6. If the former state employee worked on matters relating to the RFP, describe those matters: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Have you attached additional pages for Part 4? ☐ Yes ☒ No

Effective: August, 2004  
Revision Date: July 15, 2008

HHSC RFP No.: 529-16-0094  
Respondent's Name: The Heidi Group/Women's  
Wellness Coalition

**Part 5: Conflicts of Interest.** Describe all facts or circumstances that may give rise to a potential conflict of interest, and describe all measures the respondent and its subcontractors will take to ensure that these facts or circumstances do not create an actual conflict of interest. Attach additional pages if necessary.

N/A

Have you attached additional pages for Part 5? ☐ Yes ☒ No

**Part 6: Litigation.** Disclose all pending, resolved, or completed litigation, mediation, arbitration, or other alternative dispute resolution procedure involving the respondent within the past 36 months. Include the cause number, court, parties' names, subject matter, relief sought, amount in controversy, and final disposition or status. Provide the same information for all subcontractors. Attach additional pages if necessary.

N/A

Have you attached additional pages for Part 6? ☐ Yes ☒ No

Effective: August, 2004  
Revision Date: July 15, 2008

HHSC RFP No.: 529-16-0094  
Respondent's Name: The Heidi Group/Women's  
Wellness Coalition

**Part 7: Exceptions or Reservations to the RFP.** List all exceptions, reservations, and limitations to the terms and conditions of the RFP, including HHSC's UTCs. Respondents may not raise additional issues during contract discussions or negotiations, and HHSC may take all stated exceptions, reservations, or limitations to the RFP's terms and conditions into account during proposal evaluation. Attach additional pages if necessary.

N/A

Have you attached additional pages for Part 7? ☐ Yes ☒ No

**Part 8: Texas Public Information Act (PIA).** Complete this part if you assert one or more parts of the proposal are excepted from disclosure under the PIA. Attach additional pages if necessary.

1. Proposal Section: N/A
2. PIA Exception\*: \_\_\_\_\_
3. Explanation of Why the Exception Applies: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\* The most commonly asserted exception is Texas Government Code §552.110 (trade secret, or commercial or financial information confidential by law).

Have you attached additional pages for Part 8? ☐ Yes ☒ No



State of Texas  
Health & Human Services Commission

Child Support Certification

I.

Section 231.006, Texas Family Code, as amended by Section 82 of House Bill No. 433, 74th Regular Legislative Session (Acts 1995, 74th Leg., R.S., ch. 751), prohibits the payment of state funds under a grant, contract, or loan to

- a person who is more than 30 days delinquent in the payment of child support, and
- a business entity in which such a person is the sole proprietor, partner, shareholder or owner with an ownership interest of at least 25%.

Section 231.006 further provides that a person or business entity that is ineligible to receive payments for the reasons stated above shall continue to be ineligible to receive payments from the state under a contract, grant, or loan until

- all arrearages have been paid, or
- the person is in compliance with a written repayment agreement or court order as to any existing delinquency.

Section 231.006 further requires each bid, or application for a contract, grant, or loan to include

- the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25% of the business entity submitting the bid or application, and
- the statement in Part III below.

Section 231.006 authorizes a state agency to terminate a contract if it determines that statement required below is inaccurate or false. In the event the statement is determined to be false, the vendor is liable to the state for attorney's fees, costs necessary to complete the contract (including the cost of advertising and awarding a second contract), and any other damages provided by law or contract.

II.

In accordance with Section 231.006, the names and social security numbers of the individual identified in the contract, bid, or application, or of each person with a minimum 25% ownership interest in the business entity identified therein are provided below.

Name

Catherine O'Connor



III.

As required by Section 231.006, the undersigned certifies the following:

*"Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment, and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."*

Cather O'Connor

Signature

CATHERINE O'CONNOR

Printed Name

Dwp- Fwp- BC

Title

4/4/16

Date

**CERTIFICATION  
REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS**

Federal Executive Orders 12549 and 12689 require the Texas Health and Human Services Commission (HHSC) to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

In this certification "contractor" refers to both contractor and subcontractor; "contract" refers to both contract and subcontract.

By signing and submitting this certification the potential contractor accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, or the HHSC may pursue available remedies, including suspension and/or debarment.
2. The potential contractor will provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract", "debarred", "suspended", "ineligible", "participant", "person", "principal", "proposal", and "voluntarily excluded", as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in the attachment.
4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it will not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, and/or the HHSC, as applicable.

Do you have or do you anticipate having subcontractors under this proposed contract? ☐ Yes ☒ No

5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts" without modification, in all covered subcontracts and in solicitations for all covered subcontracts.
6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must, at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
7. Nothing contained in all the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, Department of Health and Human Services, United States Department of Agriculture, or other federal department or agency, as applicable, and/or the HHSC may pursue available remedies, including suspension and/or debarment.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS**

Indicate in the appropriate box which statement applies to the covered potential contractor:

☒ The potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency or by the State of Texas.

☐ The potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

Name of Potential Contractor <b>Treat Now family clinic</b>	Vendor ID No. or Social Security No. <b>[REDACTED]</b>	HHSC Contract No. (if applicable) <b>529-16-0094</b>
Signature of Authorized Representative <b>Catherine O'Connor</b>		Printed/Typed Name and Title of Authorized Representative <b>Catherine O'Connor</b>
Date <b>4/4/16</b>		

**CERTIFICATION**  
**REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY**  
**AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS**

**DEFINITIONS**

**Covered Contracts/Subcontract.**

- (1) Any nonprocurement transaction which involves federal funds (regardless of amount and including such arrangements as subgrant and are between HHSC or its agents and another entity.
- (2) Any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$25,000) under a grant or subgrant.
- (3) Any procurement contract for goods or services between a participant and a person under a covered grant, subgrant, contract or subcontract, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction:
  - a. Principal investigators.
  - b. Providers of audit services required by the HHSC or federal funding source.
  - c. Researchers.

**Debarment.** An action taken by a debarring official in accordance with 45 CFR Part 76 (or comparable federal regulations) to exclude a person from participating in covered contracts. A person so excluded is "debarred".

**Grant.** An award of financial assistance, including cooperative agreements, in the form of money, or property in lieu of money, by the federal government to an eligible grantee.

**Ineligible.** Excluded from participation in federal nonprocurement programs pursuant to a determination of ineligibility under statutory, executive order, or regulatory authority, other than Executive Order 12549 and its agency implementing regulations; for example, excluded pursuant to the Davis-Bacon Act and its implement regulations, the equal employment opportunity acts and executive orders, or the environmental protection acts and executive orders. A person is ineligible where the determination of ineligibility affects such person's eligibility to participate in more than one covered transaction.

**Participant.** Any person who submits a proposal for, enters into, or reasonably may be expected to enter into a covered contract. This term also includes any person who acts on behalf of or is authorized to commit a participant in a covered contract as an agent or representative of another participant.

**Person.** Any individual, corporation, partnership, association, unit of government, or legal entity, however organized, except: foreign governments or foreign governmental entities, public international organizations, foreign government owned (in whole or in part) or controlled entities, and entities consisting wholly or partially of foreign governments or foreign governmental entities.

**Principal.** Officer, director, owner, partner, key employee, or other person within a participant with primary management or supervisory responsibilities; or a person who has a critical influence on or substantive control over a covered contract whether or not the person is employed by the participant. Persons who have a critical influence on or substantive control over a covered transaction are:

- (1) Principal investigators.
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**Proposal.** A solicited or unsolicited bid, application, request, invitation to consider or similar communication by or on behalf of a person seeking to receive a covered contract.

**Suspension.** An action taken by a suspending official in accordance with 45 CFR Part 76 (or comparable federal regulations) that immediately excludes a person from participating in covered contracts for a temporary period, pending completion of an investigation and such legal, debarment, or Program Fraud Civil Remedies Act proceedings as may ensue. A person so excluded is "suspended".

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**PREAMBLE**

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**Covered Awards and Subawards**--Contracts, grants, and cooperative agreements over the \$100,000 threshold need (1) certifications, and (2) disclosures, if required. (See certification term number 2 concerning disclosure.)

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- the making of any federal grant,
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- the entering into of any cooperative agreement, and
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**Limited Use of Appropriated Funds Not Prohibited**--The prohibition on using appropriated funds does not apply to activities by one's own employees with respect to:

- liaison activities with federal agencies and Congress not directly related to a covered federal action;
- providing any information specifically requested by a federal agency or Congress;
- discussion and/or demonstration of products or services if not related to a specific solicitation or a covered action; or
- professional and technical services in preparing, submitting or negotiating any bid, proposal or application for a federal contract, grant loan or cooperative agreement or for meeting legal requirements conditional to receipt of any federal contract, grant, loan or cooperative agreement. (The prohibition also does not apply to such services provided by nonemployees for the same purposes.)

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**Funds Other Than Federal Appropriations**--There is no federal restriction on the use of nonfederal funds to lobby the federal government for contracts, grants, and cooperative agreements.

**Applicability of Other State and Federal Requirements**--Neither the government-wide rule nor the law affect either (1) the applicability of cost principles in OMB circulars A-87 and A-122, or (2) riders to the Texas State Appropriations Acts which disallow use of state funds for lobbying.

**TERMS OF CERTIFICATION**

This certification applies only to the instant federal action for which the certification is being obtained and is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with these federally funded contract, subcontract, subgrant, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. (If needed, contact your Health and Human Services Commission procurement officer or contract manager to obtain a copy of Standard Form-LLL.)
3. The undersigned shall require that the language of this certification be included in the award documents for all covered subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all covered subrecipients will certify and disclose accordingly.

Do you have or do you anticipate having covered subawards under this transaction? ☐ Yes ☒ No

Name of Contractor/Potential Contractor <b>Treat Now Family Clinic</b>	Address (Do Not Include U.S. Post Office Box) <div style="background-color: black; height: 1.2em; width: 100%;"></div>	HHS Contract No. (if applicable) <b>529-16-0094</b>
---	---	--

Name of Authorized Representative (Type or print) <b>Catherine O'Connor</b>	Title <b>Owner</b>	Signature--Authorized Representative 	Date <b>4/3/2016</b>
--	-----------------------	--	-------------------------

TEXAS HEALTH AND HUMAN SERVICES COMMISSION

ANTI-TRUST CERTIFICATION

STATE OF TEXAS

COUNTY OF TRAVIS

CONTRACTOR hereby certifies to HHSC that neither the CONTRACTOR, nor the person represented by the CONTRACTOR, nor any person acting for the represented person has:

- a. violated the antitrust laws codified by Chapter 15, Business & Commerce Code, or the federal antitrust laws; or
- b. directly or indirectly communicated the bid/offer associated with this contract to a competitor or other person engaged in the same line of business.

CONTRACTOR hereby assigns to HHSC any and all claims for overcharges associated with this contract arising under the anti-trust laws of the United States, 15 U.S.C.A. Section 1, et. seq. (1973), as amended, and the anti-trust laws of the State of Texas, TEX. Bus. & Comm Code Ann. Section 15.01, et. seq. (1967), as amended.

Catherine O'Connor

Authorized signature

Treat Now family clinic

CATHERINE O'Connor

Name of Contractor/Vendor

4/4/16

Date

CATHERINE O'Connor

Printed Name of Individual

DWP, FWP - BC

Title of Individual



Form Number: CPP0434

**TEXAS HEALTH AND HUMAN SERVICES COMMISSION  
ANTI-TRUST CERTIFICATION FORM**

**INSTRUCTIONS**

**PURPOSE:**

The contractor certifies that neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such a firm, corporation or institution has violated the antitrust laws of this state, federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Antitrust violations are activities or practices that are noncompetitive or that attempt to restrain trade or commerce.

**PROCEDURES:**

This form should be included in the contract package if the anti-trust certification is not part of required certifications included in the contract.

The HHSC Program/Division that originates the request for the new contract is responsible to ensure that this form is included in the contract package forwarded to Administrative Services Development (ASD) for review, approval and execution. The anti-trust certification applies to contracts established with private vendors only.

Effective Date: 04/02/2007

Revision Date:

Effective: August 2004  
Revision Date: July 15, 2008

HHSC RFP No.: 529-16-0094  
Respondent's Name: The Heidi Group/Women's  
Wellness Coalition

### Respondent Information and Disclosures

Instructions: This form must be submitted as an attachment to the respondent's proposal.

<b>Part 1: General Respondent Information.</b>	
1. Organization's Legal Name: <u>The Heidi Group/Women's Wellness Coalition</u>	
2. Doing Business As: _____	
3. Physical Address: <u>109 S. Harris St. Ste. 210 Round Rock TX 78664</u>	
4. Mailing Address: <u>PO Box 2050 Round Rock TX 78680</u>	
5. Taxpayer Identification Number: <u>74-2751919</u>	
6. Legal Status (check one): <input type="checkbox"/> For-profit Entity <input checked="" type="checkbox"/> Non-profit Entity <input type="checkbox"/> Governmental Entity	
7. Business Structure (check one): <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Limited (Liability) Company <input type="checkbox"/> Partnership <input type="checkbox"/> Limited (Liability) Partnership <input type="checkbox"/> Joint Venture <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other (specify): _____	
8. State of Incorporation, If Applicable: _____	
9. Name of Parent Entity, If Applicable: _____	
10. HUB Status (check one): <input type="checkbox"/> State of Texas Certified Entity <input checked="" type="checkbox"/> Non-HUB Entity	
<b>Part 2: Respondent Contact Information.</b>	
1. Person Who Will Sign the Contract: Name: <u>Carol Everett</u> Title: <u>Founder/CEO</u> Mailing Address: <u>109 S. Harris St. Ste. 210 Round Rock TX 78664</u> Telephone: <u>(512) 255-2088</u> Fax: <u>(512) 255-2581</u> E-mail: <u>CE@heidigroup.org</u>	2. Primary Contact for Proposal Questions: Name: <u>Becky Dean</u> Title: <u>Director of Programs</u> Mailing Address: <u>109 S. Harris St. Ste. 210 Round Rock TX 78664</u> Telephone: <u>(512) 255-2088</u> Fax: <u>(512) 255-2581</u> E-mail: <u>becky@heidigroup.org</u>
<b>Part 3: Subcontractor Information. Provide the following information for each proposed subcontractor. Attach additional pages if necessary.</b>	
1. Organization's Legal Name: <u>Blue Clouds Health care, INC</u>	
2. Doing Business As: <u>Treat Now Family Clinic</u>	
3. Physical Address: <u>2910 Kraft St, suite 60 Arlington, TX 76010</u>	

Effective: August, 2004  
Revision Date: July 15, 2008

HHSC RFP No.: 529-16-0094  
Respondent's Name: The Heidi Group/Women's Wellness Coalition

4. Mailing Address: 2916 Kraft St #60 Arlington, TX 76010  
5. Taxpayer Identification Number: 900908505  
6. Legal Status (check one): ☐ For-profit Entity ☐ Non-profit Entity  
☐ Governmental Entity  
7. Business Structure (check one): ☒ Corporation ☐ Limited (Liability) Company  
☐ Partnership ☐ Limited (Liability) Partnership  
☐ Joint Venture ☐ Sole Proprietorship  
☐ Other (specify): \_\_\_\_\_  
8. State of Incorporation, If Applicable: Texas  
9. Name of Parent Entity, If Applicable: Blue Clouds Health Care, INC  
10. HUB Status (check one): ☐ State of Texas Certified Entity ☐ Non-HUB Entity

Have you attached additional pages for Part 3? ☐ Yes ☒ No

**Part 4: Former Employees of a State Agency. Identify all respondent or subcontractor personnel who have worked for HHSC or another health and human services agency in the past two years. Attach additional pages if necessary.**

1. Name of former state employee: \_\_\_\_\_  
2. Job title at termination of state employment: \_\_\_\_\_  
3. Date of termination of state employment: \_\_\_\_\_  
4. Annual rate of compensation at termination: \_\_\_\_\_  
5. Description of job responsibilities while state employee: N/A

6. If the former state employee worked on matters relating to the RFP, describe those matters: N/A

Have you attached additional pages for Part 4? ☐ Yes ☒ No

Effective: August, 2004  
Revision Date: July 15, 2008

HHSC RFP No.: 529-16-0094  
Respondent's Name: The Heidi Group / Women's  
Wellness Coalition

**Part 5: Conflicts of Interest.** Describe all facts or circumstances that may give rise to a potential conflict of interest, and describe all measures the respondent and its subcontractors will take to ensure that these facts or circumstances do not create an actual conflict of interest. Attach additional pages if necessary.

N/A

Have you attached additional pages for Part 5? ☐ Yes ☒ No

**Part 6: Litigation.** Disclose all pending, resolved, or completed litigation, mediation, arbitration, or other alternative dispute resolution procedure involving the respondent within the past 36 months. Include the cause number, court, parties' names, subject matter, relief sought, amount in controversy, and final disposition or status. Provide the same information for all subcontractors. Attach additional pages if necessary.

N/A

Have you attached additional pages for Part 6? ☐ Yes ☒ No

Effective: August 2004  
Revision Date: July 15, 2008

HHSC RFP No.: 529-16-0094  
Respondent's Name: The Heidi Group/Women's Wellness Coalition

**Part 7: Exceptions or Reservations to the RFP.** List all exceptions, reservations, and limitations to the terms and conditions of the RFP, including HHSC's UTCs. Respondents may not raise additional issues during contract discussions or negotiations; and HHSC may take all stated exceptions, reservations, or limitations to the RFP's terms and conditions into account during proposal evaluation. Attach additional pages if necessary.

N/A

Have you attached additional pages for Part 7? ☐ Yes ☒ No

**Part 8: Texas Public Information Act (PIA):** Complete this part if you assert one or more parts of the proposal are excepted from disclosure under the PIA. Attach additional pages if necessary.

N/A

1. Proposal Section: \_\_\_\_\_
2. PIA Exception\*: \_\_\_\_\_
3. Explanation of Why the Exception Applies: \_\_\_\_\_

\* The most commonly asserted exception is Texas Government Code §552.110 (trade secret, or commercial or financial information confidential by law).

Have you attached additional pages for Part 8? ☐ Yes ☒ No



State of Texas  
Health & Human Services Commission

Child Support Certification

I.

Section 231.006, Texas Family Code, as amended by Section 82 of House Bill No. 433, 74th Regular Legislative Session (Acts 1995, 74th Leg., R.S., ch. 751), prohibits the payment of state funds under a grant, contract, or loan to

- a person who is more than 30 days delinquent in the payment of child support, and
- a business entity in which such a person is the sole proprietor, partner, shareholder or owner with an ownership interest of at least 25%.

Section 231.006 further provides that a person or business entity that is ineligible to receive payments for the reasons stated above shall continue to be ineligible to receive payments from the state under a contract, grant, or loan until

- all arrearages have been paid, or
- the person is in compliance with a written repayment agreement or court order as to any existing delinquency.

Section 231.006 further requires each bid, or application for a contract, grant, or loan to include

- the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25% of the business entity submitting the bid or application, and
- the statement in Part III below.

Section 231.006 authorizes a state agency to terminate a contract if it determines that statement required below is inaccurate or false. In the event the statement is determined to be false, the vendor is liable to the state for attorney's fees, costs necessary to complete the contract (including the cost of advertising and awarding a second contract), and any other damages provided by law or contract.

II.

In accordance with Section 231.006, the names and social security numbers of the individual identified in the contract, bid, or application, or of each person with a minimum 25% ownership interest in the business entity identified therein are provided below.

Name	Social Security #
Michael Adams	[REDACTED]
_____	_____
_____	_____
_____	_____

III.

As required by Section 231.006, the undersigned certifies the following:

*"Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment, and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."*

Signature

Michael Adams

Printed Name

Title

CEO

Date

4-15-16

**CERTIFICATION**  
**REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY**  
**AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS**

Federal Executive Orders 12549 and 12689 require the Texas Health and Human Services Commission (HHSC) to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

In this certification "contractor" refers to both contractor and subcontractor; "contract" refers to both contract and subcontract.

By signing and submitting this certification the potential contractor accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, or the HHSC may pursue available remedies, including suspension and/or debarment.
2. The potential contractor will provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract", "debarred", "suspended", "ineligible", "participant", "person", "principal", "proposal", and "voluntarily excluded", as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in the attachment.
4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it will not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, and/or the HHSC, as applicable.

Do you have or do you anticipate having subcontractors under this proposed contract? ..... ☐ Yes ☒ No

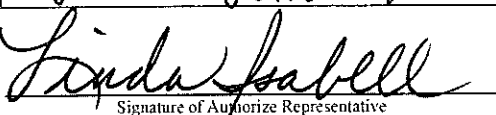
5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts" without modification, in all covered subcontracts and in solicitations for all covered subcontracts.
6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must, at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
7. Nothing contained in all the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, Department of Health and Human Services, United States Department of Agriculture, or other federal department or agency, as applicable, and/or the HHSC may pursue available remedies, including suspension and/or debarment.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS**

Indicate in the appropriate box which statement applies to the covered potential contractor:

☒ The potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency or by the State of Texas.

☐ The potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

Name of Potential Contractor <i>Tyler Family Circle of Care</i>	Vendor ID No. or Social Security No. <i>45-2578435</i>	HHSC Contract No. (if applicable) <i>529-16-0094</i>
<div style="display: flex; justify-content: space-between; align-items: center;"><div style="text-align: center;"> Signature of Authorized Representative</div><div style="text-align: center;"><i>4/21/2016</i> Date</div><div style="border: 1px solid black; padding: 5px; text-align: center;">Printed/Typed Name and Title of Authorized Representative <i>LINDA ISABELL - COO</i></div></div>		

**CERTIFICATION  
REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS**

**DEFINITIONS**

**Covered Contracts/Subcontract.**

- (1) Any nonprocurement transaction which involves federal funds (regardless of amount and including such arrangements as subgrant and are between HHSC or its agents and another entity.
- (2) Any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$25,000) under a grant or subgrant.
- (3) Any procurement contract for goods or services between a participant and a person under a covered grant, subgrant, contract or subcontract, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction:
  - a. Principal investigators.
  - b. Providers of audit services required by the HHSC or federal funding source.
  - c. Researchers.

**Debarment.** An action taken by a debarring official in accordance with 45 CFR Part 76 (or comparable federal regulations) to exclude a person from participating in covered contracts. A person so excluded is "debarred".

**Grant.** An award of financial assistance, including cooperative agreements, in the form of money, or property in lieu of money, by the federal government to an eligible grantee.

**Ineligible.** Excluded from participation in federal nonprocurement programs pursuant to a determination of ineligibility under statutory, executive order, or regulatory authority, other than Executive Order 12549 and its agency implementing regulations; for example, excluded pursuant to the Davis-Bacon Act and its implement regulations, the equal employment opportunity acts and executive orders, or the environmental protection acts and executive orders. A person is ineligible where the determination of ineligibility affects such person's eligibility to participate in more than one covered transaction.

**Participant.** Any person who submits a proposal for, enters into, or reasonably may be expected to enter into a covered contract. This term also includes any person who acts on behalf of or is authorized to commit a participant in a covered contract as an agent or representative of another participant.

**Person.** Any individual, corporation, partnership, association, unit of government, or legal entity, however organized, except: foreign governments or foreign governmental entities, public international organizations, foreign government owned (in whole or in part) or controlled entities, and entities consisting wholly or partially of foreign governments or foreign governmental entities.

**Principal.** Officer, director, owner, partner, key employee, or other person within a participant with primary management or supervisory responsibilities; or a person who has a critical influence on or substantive control over a covered contract whether or not the person is employed by the participant. Persons who have a critical influence on or substantive control over a covered transaction are:

- (1) Principal investigators.
- (2) Providers of audit services required by the HHSC or federal funding source.
- (3) Researchers.

**Proposal.** A solicited or unsolicited bid, application, request, invitation to consider or similar communication by or on behalf of a person seeking to receive a covered contract.

**Suspension.** An action taken by a suspending official in accordance with 45 CFR Part 76 (or comparable federal regulations) that immediately excludes a person from participating in covered contracts for a temporary period, pending completion of an investigation and such legal, debarment, or Program Fraud Civil Remedies Act proceedings as may ensue. A person so excluded is "suspended".

**Voluntary exclusion or voluntarily excluded.** A status of nonparticipation or limited participation in covered transactions assumed by a person pursuant to the terms of a settlement.



CERTIFICATION REGARDING FEDERAL LOBBYING  
(Certification for Contracts, Grants, Loans, and Cooperative Agreements)

PREAMBLE

Federal legislation, Section 319 of Public Law 101-121 generally prohibits entities from using federally appropriated funds to lobby the executive or legislative branches of the federal government. Section 319 specifically requires disclosure of certain lobbying activities. A federal government-wide rule, "New Restrictions on Lobbying", published in the Federal Register, February 26, 1990, requires certification and disclosure in specific instances and defines terms:

Covered Awards and Subawards--Contracts, grants, and cooperative agreements over the \$100,000 threshold need (1) certifications, and (2) disclosures, if required. (See certification term number 2 concerning disclosure.)

Lobbying--To lobby means "to influence or attempt to influence an officer or employee of any agency (federal), a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following covered federal actions:

- the awarding of any federal contract,
- the making of any federal grant,
- the making of any federal loan,
- the entering into of any cooperative agreement, and
- the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement".

Limited Use of Appropriated Funds Not Prohibited--The prohibition on using appropriated funds does not apply to activities by one's own employees with respect to:

- liaison activities with federal agencies and Congress not directly related to a covered federal action;
- providing any information specifically requested by a federal agency or Congress;
- discussion and/or demonstration of products or services if not related to a specific solicitation or a covered action; or
- professional and technical services in preparing, submitting or negotiating any bid, proposal or application for a federal contract, grant loan or cooperative agreement or for meeting legal requirements conditional to receipt of any federal contract, grant, loan or cooperative agreement. (The prohibition also does not apply to such services provided by nonemployees for the same purposes.)

Professional and Technical Services--Professional and technical services shall be advice and analysis directly applying any professional or technical expertise. Note that the professional and technical services exemption is specifically limited to the merits of the matter.

Other Allowable Activities--The prohibition on use of federally appropriated funds does not apply to influencing activities not in connection with a specific covered federal action. These activities include those related to legislation and regulations for a program versus a specific covered federal action.

Funds Other Than Federal Appropriations--There is no federal restriction on the use of nonfederal funds to lobby the federal government for contracts, grants, and cooperative agreements.

Applicability of Other State and Federal Requirements--Neither the government-wide rule nor the law affect either (1) the applicability of cost principles in OMB circulars A-87 and A-122, or (2) riders to the Texas State Appropriations Acts which disallow use of state funds for lobbying.

TERMS OF CERTIFICATION

This certification applies only to the instant federal action for which the certification is being obtained and is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with these federally funded contract, subcontract, subgrant, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. (If needed, contact your Health and Human Services Commission procurement officer or contract manager to obtain a copy of Standard Form-LLL.)
3. The undersigned shall require that the language of this certification be included in the award documents for all covered subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all covered subrecipients will certify and disclose accordingly.

Do you have or do you anticipate having covered subawards under this transaction? ..... ☐ Yes ☒ No

Name of Contractor/Potential Contractor <i>Tyler Family Circle of Care</i>	Vendor ID No. or Social Security No. <i>45-2578435</i>	HHSC Contract No. (if applicable) <i>529-16-0094</i>
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Name of Authorized Representative (type or print) <i>LINDA ISABELL</i>	Title <i>COO</i>	Signature--Authorized Representative <i>Linda Isabell</i>	Date <i>4/24/2016</i>
---	---------------------	--	--------------------------

Form Number: CPP0434

**TEXAS HEALTH AND HUMAN SERVICES COMMISSION  
ANTI-TRUST CERTIFICATION FORM**

**INSTRUCTIONS**

**PURPOSE:**

The contractor certifies that neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such a firm, corporation or institution has violated the antitrust laws of this state, federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Antitrust violations are activities or practices that are noncompetitive or that attempt to restrain trade or commerce.

**PROCEDURES:**

This form should be included in the contract package if the anti-trust certification is not part of required certifications included in the contract.

The HHSC Program/Division that originates the request for the new contract is responsible to ensure that this form is included in the contract package forwarded to Administrative Services Development (ASD) for review, approval and execution. The anti-trust certification applies to contracts established with private vendors only.

Effective Date: 04/02/2007

Revision Date:

TEXAS HEALTH AND HUMAN SERVICES COMMISSION

ANTI-TRUST CERTIFICATION

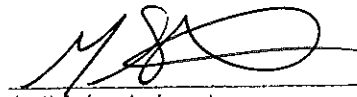
STATE OF TEXAS

COUNTY OF TRAVIS

CONTRACTOR hereby certifies to HHSC that neither the CONTRACTOR, nor the person represented by the CONTRACTOR, nor any person acting for the represented person has:

- a. violated the antitrust laws codified by Chapter 15, Business & Commerce Code, or the federal antitrust laws; or
- b. directly or indirectly communicated the bid/offer associated with this contract to a competitor or other person engaged in the same line of business.

CONTRACTOR hereby assigns to HHSC any and all claims for overcharges associated with this contract arising under the anti-trust laws of the United States, 15 U.S.C.A. Section 1, et. seq. (1973), as amended, and the anti-trust laws of the State of Texas, TEX. Bus. & Comm Code Ann. Section 15.01, et. seq. (1967), as amended.



Authorized signature

Tyler Family Circle of Care  
Name of Contractor/Vendor

4-15-16  
Date

Michael Adams  
Printed Name of Individual

CEO  
Title of Individual

Effective: August, 2004  
Revision Date: July 15, 2008

HHSC RFP No.: 512-16-0094  
Respondent's Name: The Heidi Group / Women's  
Wellness Coalition

### Respondent Information and Disclosures

*Instructions: This form must be submitted as an attachment to the respondent's proposal.*

<b>Part 1: General Respondent Information.</b>	
1. Organization's Legal Name: <u>The Heidi Group</u>	
2. Doing Business As: <u>Women's Wellness Coalition</u>	
3. Physical Address: <u>109 S Harris Street Ste 210 Round Rock TX 78664</u>	
4. Mailing Address: <u>PO Box 2050 Round Rock TX 78680</u>	
5. Taxpayer Identification Number: <u>74-2757919</u>	
6. Legal Status (check one): <input type="checkbox"/> For-profit Entity <input checked="" type="checkbox"/> Non-profit Entity <input type="checkbox"/> Governmental Entity	
7. Business Structure (check one): <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Limited (Liability) Company <input type="checkbox"/> Partnership <input type="checkbox"/> Limited (Liability) Partnership <input type="checkbox"/> Joint Venture <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other (specify): _____	
8. State of Incorporation, If Applicable: _____	
9. Name of Parent Entity, If Applicable: _____	
10. HUB Status (check one): <input type="checkbox"/> State of Texas Certified Entity <input checked="" type="checkbox"/> Non-HUB Entity	
<b>Part 2: Respondent Contact Information.</b>	
1. Person Who Will Sign the Contract: Name: <u>Carol Everett</u> Title: <u>Founder / CEO</u> Mailing Address: <u>109 S Harris Street Ste 210 Round Rock TX 78664</u> Telephone: <u>(512) 255-2088</u> Fax: <u>(512)255-2582</u> E-mail: <u>ce@heidigroup.org</u>	2. Primary Contact for Proposal Questions: Name: <u>Becky Dean</u> Title: <u>Director of Programs</u> Mailing Address: <u>109 S Harris Street Ste 210 Round Rock TX 78664</u> Telephone: <u>(512) 255-2088</u> Fax: <u>(512) 255-2582</u> E-mail: <u>becky@heidigroup.org</u>
<b>Part 3: Subcontractor Information. Provide the following information for each proposed subcontractor. Attach additional pages if necessary.</b>	
1. Organization's Legal Name: <u>Tyler Family Circle of Care</u>	
2. Doing Business As: _____	
3. Physical Address: <u>523 S Fannin St Tyler TX 75702</u>	

Effective: August, 2004  
Revision Date: July 15, 2008

HHSC RFP No.: **529-16-0094**  
Respondent's Name: **The Heidi Group / Women's  
Wellness Coalition**

4. Mailing Address: 523 S Fannin St Tyler Tx 75702
5. Taxpayer Identification Number: [REDACTED]
6. Legal Status (check one): ☐ For-profit Entity ☒ Non-profit Entity  
☐ Governmental Entity
7. Business Structure (check one): ☒ Corporation ☐ Limited (Liability) Company  
☐ Partnership ☐ Limited (Liability) Partnership  
☐ Joint Venture ☐ Sole Proprietorship  
☐ Other (specify): \_\_\_\_\_
8. State of Incorporation, If Applicable: Texas
9. Name of Parent Entity, If Applicable: \_\_\_\_\_
10. HUB Status (check one): ☐ State of Texas Certified Entity ☒ Non-HUB Entity

Have you attached additional pages for Part 3? ☐ Yes ☒ No

**Part 4: Former Employees of a State Agency. Identify all respondent or subcontractor personnel who have worked for HHSC or another health and human services agency in the past two years. Attach additional pages if necessary.**

1. Name of former state employee: N/A
2. Job title at termination of state employment: \_\_\_\_\_
3. Date of termination of state employment: \_\_\_\_\_
4. Annual rate of compensation at termination: \_\_\_\_\_
5. Description of job responsibilities while state employee: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. If the former state employee worked on matters relating to the RFP, describe those matters: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Have you attached additional pages for Part 4? ☐ Yes ☒ No

Effective: August, 2004  
Revision Date: July 15, 2008

HHSC RFP No.: **529-16-0094**  
Respondent's Name: **The Heidi Group/ Women's  
Wellness Coalition**

**Part 5: Conflicts of Interest. Describe all facts or circumstances that may give rise to a potential conflict of interest, and describe all measures the respondent and its subcontractors will take to ensure that these facts or circumstances do not create an actual conflict of interest. Attach additional pages if necessary.**

N/A

Have you attached additional pages for Part 5? ☐ Yes ☒ No

**Part 6: Litigation. Disclose all pending, resolved, or completed litigation, mediation, arbitration, or other alternative dispute resolution procedure involving the respondent within the past 36 months. Include the cause number, court, parties' names, subject matter, relief sought, amount in controversy, and final disposition or status. Provide the same information for all subcontractors. Attach additional pages if necessary.**

N/A

Have you attached additional pages for Part 6? ☐ Yes ☒ No

Effective: August, 2004  
Revision Date: July 15, 2008

HHSC RFP No.: 529-16-0094  
Respondent's Name: The Heidi Group/ Women's  
Wellness Coalition

**Part 7: Exceptions or Reservations to the RFP. List all exceptions, reservations, and limitations to the terms and conditions of the RFP, including HHSC's UTCs. Respondents may not raise additional issues during contract discussions or negotiations, and HHSC may take all stated exceptions, reservations, or limitations to the RFP's terms and conditions into account during proposal evaluation. Attach additional pages if necessary.**

N/A

Have you attached additional pages for Part 7? ☐ Yes ☒ No

**Part 8: Texas Public Information Act (PIA): Complete this part if you assert one or more parts of the proposal are excepted from disclosure under the PIA. Attach additional pages if necessary.**

1. Proposal Section: N/A
2. PIA Exception\*: \_\_\_\_\_
3. Explanation of Why the Exception Applies: \_\_\_\_\_

\* The most commonly asserted exception is Texas Government Code §552.110 (trade secret, or commercial or financial information confidential by law).

Have you attached additional pages for Part 8? ☐ Yes ☒ No

TEXAS HEALTH AND HUMAN SERVICES COMMISSION

ANTI-TRUST CERTIFICATION

STATE OF TEXAS

COUNTY OF TRAVIS

CONTRACTOR hereby certifies to HHSC that neither the CONTRACTOR, nor the person represented by the CONTRACTOR, nor any person acting for the represented person has:

- a. violated the antitrust laws codified by Chapter 15, Business & Commerce Code, or the federal antitrust laws; or
- b. directly or indirectly communicated the bid/offer associated with this contract to a competitor or other person engaged in the same line of business.

CONTRACTOR hereby assigns to HHSC any and all claims for overcharges associated with this contract arising under the anti-trust laws of the United States, 15 U.S.C.A. Section 1, et. seq. (1973), as amended, and the anti-trust laws of the State of Texas, TEX. Bus. & Comm Code Ann. Section 15.01, et. seq. (1967), as amended.

Zohra F. Siddiqi DO  
Authorized signature

Zohra F. Siddiqi PA  
Name of Contractor/Vendor

4/12/16  
Date

Zohra F. Siddiqi DO  
Printed Name of Individual

Owner  
Title of Individual



**TEXAS HEALTH AND HUMAN SERVICES COMMISSION  
ANTI-TRUST CERTIFICATION FORM**

**INSTRUCTIONS**

**PURPOSE:**

The contractor certifies that neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such a firm, corporation or institution has violated the antitrust laws of this state, federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Antitrust violations are activities or practices that are noncompetitive or that attempt to restrain trade or commerce.

**PROCEDURES:**

This form should be included in the contract package if the anti-trust certification is not part of required certifications included in the contract.

The HHSC Program/Division that originates the request for the new contract is responsible to ensure that this form is included in the contract package forwarded to Administrative Services Development (ASD) for review, approval and execution. The anti-trust certification applies to contracts established with private vendors only.

Effective: August 2004  
Revision Date: July 15, 2008

HHSC RFP No.: 529-16-0094  
Respondent's Name: The Heidi Group/Women's  
Wellness Coalition

### Respondent Information and Disclosures

Instructions: This form must be submitted as an attachment to the respondent's proposal.

<b>Part 1: General Respondent Information.</b>	
1. Organization's Legal Name: <u>The Heidi Group</u>	
2. Doing Business As: <u>Women's Wellness Coalition</u>	
3. Physical Address: <u>109 S. Harris St. Ste 210 Round Rock TX 78664</u>	
4. Mailing Address: <u>PO Box 2050 Round Rock TX 78680</u>	
5. Taxpayer Identification Number: <u>74-2757919</u>	
6. Legal Status (check one): <input type="checkbox"/> For-profit Entity <input checked="" type="checkbox"/> Non-profit Entity <input type="checkbox"/> Governmental Entity	
7. Business Structure (check one): <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Limited (Liability) Company <input type="checkbox"/> Partnership <input type="checkbox"/> Limited (Liability) Partnership <input type="checkbox"/> Joint Venture <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other (specify): _____	
8. State of Incorporation, If Applicable: _____	
9. Name of Parent Entity, If Applicable: _____	
10. HUB Status (check one): <input type="checkbox"/> State of Texas Certified Entity <input checked="" type="checkbox"/> Non-HUB Entity	
<b>Part 2: Respondent Contact Information.</b>	
1. Person Who Will Sign the Contract: Name: <u>Carol Everett</u> Title: <u>Founder / CEO</u> Mailing Address: <u>109 S Harris St. Ste 210</u> <u>Round Rock TX 78664</u> Telephone: <u>(512) 255-2088</u> Fax: <u>(512) 255-2582</u> E-mail: <u>ce@heidigroup.org</u>	2. Primary Contact for Proposal Questions: Name: <u>Becky Dean</u> Title: <u>Director of Programs</u> Mailing Address: <u>109 S. Harris St. Ste 210</u> <u>Round Rock TX 78664</u> Telephone: <u>(512) 255-2088</u> Fax: <u>(512) 255-2582</u> E-mail: <u>becky@heidigroup.org</u>
<b>Part 3: Subcontractor Information. Provide the following information for each proposed subcontractor. Attach additional pages if necessary.</b>	
1. Organization's Legal Name: <u>Zohra FSiddiqi PA</u>	
2. Doing Business As: <u>Webster Family Care</u>	
3. Physical Address: <u>200 Medical Center Blvd # 102 Webster TX</u> <u>77598</u>	

Effective: August, 2004  
Revision Date: July 15, 2008

HHSC RFP No.: 529-16-0094  
Respondent's Name: The Heidi Group/Women's  
Wellness Coalition

4. Mailing Address: 200 Medical Center Bld #102 Webster Tx 77598
5. Taxpayer Identification Number: 452989209
6. Legal Status (check one): ☒ For-profit Entity ☐ Non-profit Entity  
☐ Governmental Entity
7. Business Structure (check one): ☒ Corporation ☐ Limited (Liability) Company  
☐ Partnership ☐ Limited (Liability) Partnership  
☐ Joint Venture ☐ Sole Proprietorship  
☐ Other (specify):
8. State of Incorporation, If Applicable: N/A
9. Name of Parent Entity, If Applicable:
10. HUB Status (check one): ☐ State of Texas Certified Entity ☒ Non-HUB Entity

Have you attached additional pages for Part 3? ☐ Yes ☒ No

**Part 4: Former Employees of a State Agency.** Identify all respondent or subcontractor personnel who have worked for HHSC or another health and human services agency in the past two years. Attach additional pages if necessary.

1. Name of former state employee: N/A
2. Job title at termination of state employment:
3. Date of termination of state employment:
4. Annual rate of compensation at termination:
5. Description of job responsibilities while state employee:

6. If the former state employee worked on matters relating to the RFP, describe those matters:

Have you attached additional pages for Part 4? ☐ Yes ☒ No

Effective: August 2004  
Revision Date: July 15, 2008

HHSC RFP No.: 529-16-0094  
Respondent's Name: The Heidi Group/Worren's  
Wellness Coalition

**Part 5: Conflicts of Interest.** Describe all facts or circumstances that may give rise to a potential conflict of interest, and describe all measures the respondent and its subcontractors will take to ensure that these facts or circumstances do not create an actual conflict of interest. Attach additional pages if necessary.

NA

Have you attached additional pages for Part 5? ☐ Yes ☒ No

**Part 6: Litigation.** Disclose all pending, resolved, or completed litigation, mediation, arbitration, or other alternative dispute resolution procedure involving the respondent within the past 36 months. Include the cause number, court, parties' names, subject matter, relief sought, amount in controversy, and final disposition or status. Provide the same information for all subcontractors. Attach additional pages if necessary.

NA

Have you attached additional pages for Part 6? ☐ Yes ☒ No

Effective: August, 2004  
Revision Date: July 15, 2008

HHSC RFP No.: 529-16-0094  
Respondent's Name: The Heidi Group/Women's Wellness Coalition

**Part 7: Exceptions or Reservations to the RFP.** List all exceptions, reservations, and limitations to the terms and conditions of the RFP, including HHSC's UTCs. Respondents may not raise additional issues during contract discussions or negotiations, and HHSC may take all stated exceptions, reservations, or limitations to the RFP's terms and conditions into account during proposal evaluation. Attach additional pages if necessary.

NA

Have you attached additional pages for Part 7? ☐ Yes ☒ No

**Part 8: Texas Public Information Act (PIA):** Complete this part if you assert one or more parts of the proposal are excepted from disclosure under the PIA. Attach additional pages if necessary.

NA

1. Proposal Section: \_\_\_\_\_
2. PIA Exception\*: \_\_\_\_\_
3. Explanation of Why the Exception Applies: \_\_\_\_\_

\* The most commonly asserted exception is Texas Government Code §552.110 (trade secret, or commercial or financial information confidential by law).

Have you attached additional pages for Part 8? ☐ Yes ☒ No



State of Texas  
Health & Human Services Commission

Child Support Certification

I.

Section 231.006, Texas Family Code, as amended by Section 82 of House Bill No. 433, 74th Regular Legislative Session (Acts 1995, 74th Leg., R.S., ch. 751), prohibits the payment of state funds under a grant, contract, or loan to

- a person who is more than 30 days delinquent in the payment of child support, and
- a business entity in which such a person is the sole proprietor, partner, shareholder or owner with an ownership interest of at least 25%.

Section 231.006 further provides that a person or business entity that is ineligible to receive payments for the reasons stated above shall continue to be ineligible to receive payments from the state under a contract, grant, or loan until

- all arrearages have been paid, or
- the person is in compliance with a written repayment agreement or court order as to any existing delinquency.

Section 231.006 further requires each bid, or application for a contract, grant, or loan to include

- the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25% of the business entity submitting the bid or application, and
- the statement in Part III below.

Section 231.006 authorizes a state agency to terminate a contract if it determines that statement required below is inaccurate or false. In the event the statement is determined to be false, the vendor is liable to the state for attorney's fees, costs necessary to complete the contract [including the cost of advertising and awarding a second contract], and any other damages provided by law or contract.

II.

In accordance with Section 231.006, the names and social security numbers of the individual identified in the contract, bid, or application, or of each person with a minimum 25% ownership interest in the business entity identified therein are provided below.

Name

Connie McCrary

Social Security #

75-2897889

III.

As required by Section 231.006, the undersigned certifies the following:

*"Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment, and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."*

Signature

CONNIE A. MCCRARY

Printed Name

Title

Date

CEO

4/19/16

**CERTIFICATION**  
**REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY**  
**AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS**

Federal Executive Orders 12549 and 12689 require the Texas Health and Human Services Commission (HHSC) to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

In this certification "contractor" refers to both contractor and subcontractor; "contract" refers to both contract and subcontract.

By signing and submitting this certification the potential contractor accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, or the HHSC may pursue available remedies, including suspension and/or debarment.
2. The potential contractor will provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract", "debarred", "suspended", "ineligible", "participant", "person", "principal", "proposal", and "voluntarily excluded", as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in the attachment.
4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it will not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, and/or the HHSC, as applicable.

Do you have or do you anticipate having subcontractors under this proposed contract? ..... ☐ Yes ☒ No

5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts" without modification, in all covered subcontracts and in solicitations for all covered subcontracts.
6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must, at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
7. Nothing contained in all the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, Department of Health and Human Services, United States Department of Agriculture, or other federal department or agency, as applicable, and/or the HHSC may pursue available remedies, including suspension and/or debarment.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS**

Indicate in the appropriate box which statement applies to the covered potential contractor:

- ☒ The potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency or by the State of Texas.
- ☐ The potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

Name of Potential Contractor <b>WISE CHOICES PREGNANCY REC. CTR.</b>	Vendor ID No. or Social Security No. <b>75-7897889</b>	HHSC Contract No. (if applicable) <b>529-16-0094</b>
Signature of Authorized Representative <b>Connie A. McCrary</b>		
Date <b>4/19/16</b>		
Printed/Typed Name and Title of Authorized Representative <b>CONNIE A. MCCRARY, CEO</b>		

**CERTIFICATION REGARDING FEDERAL LOBBYING**  
(Certification for Contracts, Grants, Loans, and Cooperative Agreements)

**PREAMBLE**

Federal legislation, Section 319 of Public Law 101-121 generally prohibits entities from using federally appropriated funds to lobby the executive or legislative branches of the federal government. Section 319 specifically requires disclosure of certain lobbying activities. A federal government-wide rule, "New Restrictions on Lobbying", published in the Federal Register, February 26, 1990, requires certification and disclosure in specific instances and defines terms:

**Covered Awards and Subawards**--Contracts, grants, and cooperative agreements over the \$100,000 threshold need (1) certifications, and (2) disclosures, if required. (See certification term number 2 concerning disclosure.)

**Lobbying**--To lobby means "to influence or attempt to influence an officer or employee of any agency (federal), a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following covered federal actions:

- the awarding of any federal contract,
- the making of any federal grant,
- the making of any federal loan,
- the entering into of any cooperative agreement, and
- the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement".

**Limited Use of Appropriated Funds Not Prohibited**--The prohibition on using appropriated funds does not apply to activities by one's own employees with respect to:

- liaison activities with federal agencies and Congress not directly related to a covered federal action;
- providing any information specifically requested by a federal agency or Congress;
- discussion and/or demonstration of products or services if not related to a specific solicitation or a covered action; or
- professional and technical services in preparing, submitting or negotiating any bid, proposal or application for a federal contract, grant loan or cooperative agreement or for meeting legal requirements conditional to receipt of any federal contract, grant, loan or cooperative agreement. (The prohibition also does not apply to such services provided by nonemployees for the same purposes.)

**Professional and Technical Services**--Professional and technical services shall be advice and analysis directly applying any professional or technical expertise. Note that the professional and technical services exemption is specifically limited to the merits of the matter.

**Other Allowable Activities**--The prohibition on use of federally appropriated funds does not apply to influencing activities not in connection with a specific covered federal action. These activities include those related to legislation and regulations for a program versus a specific covered federal action.

**Funds Other Than Federal Appropriations**--There is no federal restriction on the use of nonfederal funds to lobby the federal government for contracts, grants, and cooperative agreements.

**Applicability of Other State and Federal Requirements**--Neither the government-wide rule nor the law affect either (1) the applicability of cost principles in OMB circulars A-87 and A-122, or (2) riders to the Texas State Appropriations Acts which disallow use of state funds for lobbying.

**TERMS OF CERTIFICATION**


This certification applies only to the instant federal action for which the certification is being obtained and is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with these federally funded contract, subcontract, subgrant, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. (If needed, contact your Health and Human Services Commission procurement officer or contract manager to obtain a copy of Standard Form-LLL.)
3. The undersigned shall require that the language of this certification be included in the award documents for all covered subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all covered subrecipients will certify and disclose accordingly.

Do you have or do you anticipate having covered subawards under this transaction? ..... ☐ Yes ☒ No

Name of Contractor/Potential Contractor <b>WISE CHOICES PRC</b>	Vendor ID No. or Social Security No. <b>75-2897889</b>	HHSC Contract No. (if applicable) <b>529-16-0094</b>
--	---	---

Name of Authorized Representative (type or print) <b>CONNIE A. MCCRARY</b>	Title <b>CEO</b>	Signature--Authorize Representative 	Date <b>4/19/16</b>
---	---------------------	---	------------------------



TEXAS HEALTH AND HUMAN SERVICES COMMISSION

ANTI-TRUST CERTIFICATION

STATE OF TEXAS

COUNTY OF TRAVIS

CONTRACTOR hereby certifies to HHSC that neither the CONTRACTOR, nor the person represented by the CONTRACTOR, nor any person acting for the represented person has:

- a. violated the antitrust laws codified by Chapter 15, Business & Commerce Code, or the federal antitrust laws; or
- b. directly or indirectly communicated the bid/offer associated with this contract to a competitor or other person engaged in the same line of business.

CONTRACTOR hereby assigns to HHSC any and all claims for overcharges associated with this contract arising under the anti-trust laws of the United States, 15 U.S.C.A. Section 1, et. seq. (1973), as amended, and the anti-trust laws of the State of Texas, TEX. Bus. & Comm Code Ann. Section 15.01, et. seq. (1967), as amended.

  
Authorized signature

WISE CHOICES PRC  
Name of Contractor/Vendor

4/19/16  
Date

CONNIE A. MCGARRY  
Printed Name of Individual

CEO  
Title of Individual

Form Number: CPP0434

**TEXAS HEALTH AND HUMAN SERVICES COMMISSION  
ANTI-TRUST CERTIFICATION FORM**

**INSTRUCTIONS**

**PURPOSE:**

The contractor certifies that neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such a firm, corporation or institution has violated the antitrust laws of this state, federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Antitrust violations are activities or practices that are noncompetitive or that attempt to restrain trade or commerce.

**PROCEDURES:**

This form should be included in the contract package if the anti-trust certification is not part of required certifications included in the contract.

The HHSC Program/Division that originates the request for the new contract is responsible to ensure that this form is included in the contract package forwarded to Administrative Services Development (ASD) for review, approval and execution. The anti-trust certification applies to contracts established with private vendors only.

Effective Date: 04/02/2007

Revision Date:

### Respondent Information and Disclosures

*Instructions: This form must be submitted as an attachment to the respondent's proposal.*

#### Part 1: General Respondent Information.

1. Organization's Legal Name: The Heidi Group
2. Doing Business As: Women's Wellness Coalition
3. Physical Address: 109 S Harris Street Ste 210 Round Rock TX 78664
4. Mailing Address: PO Box 2050 Round Rock TX 78680
5. Taxpayer Identification Number: 74-2757919
6. Legal Status (check one):  
☐ For-profit Entity ☒ Non-profit Entity  
☐ Governmental Entity
7. Business Structure (check one):  
☒ Corporation ☐ Limited (Liability) Company  
☐ Partnership ☐ Limited (Liability) Partnership  
☐ Joint Venture ☐ Sole Proprietorship  
☐ Other (specify): \_\_\_\_\_
8. State of Incorporation, If Applicable: \_\_\_\_\_
9. Name of Parent Entity, If Applicable: \_\_\_\_\_
10. HUB Status (check one): ☐ State of Texas Certified Entity ☒ Non-HUB Entity

#### Part 2: Respondent Contact Information.

- |   |   |
|---|---|
| 1. Person Who Will Sign the Contract:<br>Name: <u>Carol Everett</u><br>Title: <u>Founder / CEO</u><br>Mailing Address: <u>109 S Harris Street Ste 210</u><br><u>Round Rock TX 78664</u><br>Telephone: <u>(512) 255-2088</u><br>Fax: <u>(512) 255-2582</u><br>E-mail: <u>ce@heidigroup.org</u> | 2. Primary Contact for Proposal Questions:<br>Name: <u>Becky Dean</u><br>Title: <u>Director of Programs</u><br>Mailing Address: <u>109 S Harris Street Ste 210</u><br><u>Round Rock TX 78664</u><br>Telephone: <u>(512) 255-2088</u><br>Fax: <u>(512) 255-2582</u><br>E-mail: <u>becky@heidigroup.org</u> |
|---|---|

#### Part 3: Subcontractor Information. *Provide the following information for each proposed subcontractor. Attach additional pages if necessary.*

1. Organization's Legal Name: WISE CHOICES PREGNANCY RESOURCE CENTER
2. Doing Business As: \_\_\_\_\_
3. Physical Address: 604 N. TRINITY, DECATUR, TX, 76234

Effective: August, 2004  
Revision Date: July 15, 2008

HHSC RFP No.: 529-16-0094  
Respondent's Name: The Heidi Group / Women's  
Wellness Coalition

4. Mailing Address: P.O. Box 875, Decatur, TX 76234

5. Taxpayer Identification Number: 75-2897889

6. Legal Status (check one): ☐ For-profit Entity ☒ Non-profit Entity  
☐ Governmental Entity

7. Business Structure (check one): ☒ Corporation ☐ Limited (Liability) Company  
☐ Partnership ☐ Limited (Liability) Partnership  
☐ Joint Venture ☐ Sole Proprietorship  
☐ Other (specify): \_\_\_\_\_

8. State of Incorporation, If Applicable: TX

9. Name of Parent Entity, If Applicable: \_\_\_\_\_

10. HUB Status (check one): ☐ State of Texas Certified Entity ☒ Non-HUB Entity

Have you attached additional pages for Part 3? ☐ Yes ☒ No

**Part 4: Former Employees of a State Agency. Identify all respondent or subcontractor personnel who have worked for HHSC or another health and human services agency in the past two years. Attach additional pages if necessary.**

1. Name of former state employee: \_\_\_\_\_

2. Job title at termination of state employment: \_\_\_\_\_

3. Date of termination of state employment: \_\_\_\_\_

4. Annual rate of compensation at termination: \_\_\_\_\_

5. Description of job responsibilities while state employee: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. If the former state employee worked on matters relating to the RFP, describe those matters: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Have you attached additional pages for Part 4? ☐ Yes ☒ No

Effective: August 2004  
Revision Date: July 15, 2008

HHSC RFP No.: 529-16-0094  
Respondent's Name: The Heidi Group/ Women's  
Wellness Coalition

**Part 5: Conflicts of Interest.** *Describe all facts or circumstances that may give rise to a potential conflict of interest, and describe all measures the respondent and its subcontractors will take to ensure that these facts or circumstances do not create an actual conflict of interest. Attach additional pages if necessary.*

N/A

Have you attached additional pages for Part 5? ☐ Yes ☒ No

**Part 6: Litigation.** *Disclose all pending, resolved, or completed litigation, mediation, arbitration, or other alternative dispute resolution procedure involving the respondent within the past 36 months. Include the cause number, court, parties' names, subject matter, relief sought, amount in controversy, and final disposition or status. Provide the same information for all subcontractors. Attach additional pages if necessary.*

N/A

Have you attached additional pages for Part 6? ☐ Yes ☒ No

Effective: August 2004  
Revision Date: July 15, 2008

HHSC RFP No.: 529-16-0094  
Respondent's Name: The Heidi Group/ Women's  
Wellness Coalition

**Part 7: Exceptions or Reservations to the RFP.** *List all exceptions, reservations, and limitations to the terms and conditions of the RFP, including HHSC's UTCs. Respondents may not raise additional issues during contract discussions or negotiations, and HHSC may take all stated exceptions, reservations, or limitations to the RFP's terms and conditions into account during proposal evaluation. Attach additional pages if necessary.*

N/A

Have you attached additional pages for Part 7? ☐ Yes ☒ No

**Part 8: Texas Public Information Act (PIA):** *Complete this part if you assert one or more parts of the proposal are excepted from disclosure under the PIA. Attach additional pages if necessary.*

1. Proposal Section: \_\_\_\_\_
2. PIA Exception\*: \_\_\_\_\_
3. Explanation of Why the Exception Applies: \_\_\_\_\_

\* The most commonly asserted exception is Texas Government Code §552.110 (trade secret, or commercial or financial information confidential by law).

Have you attached additional pages for Part 8? ☐ Yes ☒ No



**State of Texas  
Health & Human Services Commission**

**Child Support Certification**

**I.**

Section 231.006, Texas Family Code, as amended by Section 82 of House Bill No. 433, 74th Regular Legislative Session (Acts 1995, 74th Leg., R.S., ch. 751), prohibits the payment of state funds under a grant, contract, or loan to

- a person who is more than 30 days delinquent in the payment of child support, and
- a business entity in which such a person is the sole proprietor, partner, shareholder or owner with an ownership interest of at least 25%.

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- all arrearages have been paid, or
- the person is in compliance with a written repayment agreement or court order as to any existing delinquency.

Section 231.006 further requires each bid, or application for a contract, grant, or loan to include

- the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25% of the business entity submitting the bid or application, and
- the statement in Part III below.

Section 231.006 authorizes a state agency to terminate a contract if it determines that statement required below is inaccurate or false. In the event the statement is determined to be false, the vendor is liable to the state for attorney's fees, costs necessary to complete the contract [including the cost of advertising and awarding a second contract], and any other damages provided by law or contract.

**II.**

In accordance with Section 231.006, the names and social security numbers of the individual identified in the contract, bid, or application, or of each person with a minimum 25% ownership interest in the business entity identified therein are provided below.

Name	Social Security #
<u>The Hide Group</u>	<u>74-2757919</u>
_____	_____
_____	_____
_____	_____

**III.**

As required by Section 231.006, the undersigned certifies the following:

***"Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment, and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."***

Carol French  
Signature  
Carol French  
Printed Name

Land CEO  
Title  
4/12/16  
Date

**CERTIFICATION  
REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS**

Federal Executive Orders 12549 and 12689 require the Texas Health and Human Services Commission (HHSC) to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

In this certification "contractor" refers to both contractor and subcontractor; "contract" refers to both contract and subcontract.

By signing and submitting this certification the potential contractor accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, or the HHSC may pursue available remedies, including suspension and/or debarment.
2. The potential contractor will provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract", "debarred", "suspended", "ineligible", "participant", "person", "principal", "proposal", and "voluntarily excluded", as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in the attachment.
4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it will not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, and/or the HHSC, as applicable.

Do you have or do you anticipate having subcontractors under this proposed contract? ..... ☒ Yes ☐ No

5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts" without modification, in all covered subcontracts and in solicitations for all covered subcontracts.
6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must, at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
7. Nothing contained in all the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, Department of Health and Human Services, United States Department of Agriculture, or other federal department or agency, as applicable, and/or the HHSC may pursue available remedies, including suspension and/or debarment.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS**

Indicate in the appropriate box which statement applies to the covered potential contractor:

☒ The potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency or by the State of Texas.

☐ The potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

Name of Potential Contractor <i>She Hide Group / Women's Wellness Coalition</i>	Vendor ID No. or Social Security No. <i>74-2757919</i>	HHSC Contract No. (if applicable) <i>529-16-0094</i>
--	---	---

Signature of Authorized Representative <i>Carol Everett</i>	Date <i>4-12-11</i>	Printed Typed Name and Title of Authorized Representative <i>Carol Everett Founder/CEO</i>
--	------------------------	---



**CERTIFICATION**  
**REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY**  
**AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS**

**DEFINITIONS**

**Covered Contracts/Subcontract.**

- (1) Any nonprocurement transaction which involves federal funds (regardless of amount and including such arrangements as subgrant and are between HHSC or its agents and another entity.
- (2) Any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$25,000) under a grant or subgrant.
- (3) Any procurement contract for goods or services between a participant and a person under a covered grant, subgrant, contract or subcontract, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction:
  - a. Principal investigators.
  - b. Providers of audit services required by the HHSC or federal funding source.
  - c. Researchers.

**Debarment.** An action taken by a debarring official in accordance with 45 CFR Part 76 (or comparable federal regulations) to exclude a person from participating in covered contracts. A person so excluded is "debarred".

**Grant.** An award of financial assistance, including cooperative agreements, in the form of money, or property in lieu of money, by the federal government to an eligible grantee.

**Ineligible.** Excluded from participation in federal nonprocurement programs pursuant to a determination of ineligibility under statutory, executive order, or regulatory authority, other than Executive Order 12549 and its agency implementing regulations; for example, excluded pursuant to the Davis-Bacon Act and its implement regulations, the equal employment opportunity acts and executive orders, or the environmental protection acts and executive orders. A person is ineligible where the determination of ineligibility affects such person's eligibility to participate in more than one covered transaction.

**Participant.** Any person who submits a proposal for, enters into, or reasonably may be expected to enter into a covered contract. This term also includes any person who acts on behalf of or is authorized to commit a participant in a covered contract as an agent or representative of another participant.

**Person.** Any individual, corporation, partnership, association, unit of government, or legal entity, however organized, except: foreign governments or foreign governmental entities, public international organizations, foreign government owned (in whole or in part) or controlled entities, and entities consisting wholly or partially of foreign governments or foreign governmental entities.

**Principal.** Officer, director, owner, partner, key employee, or other person within a participant with primary management or supervisory responsibilities; or a person who has a critical influence on or substantive control over a covered contract whether or not the person is employed by the participant. Persons who have a critical influence on or substantive control over a covered transaction are:

- (1) Principal investigators.
- (2) Providers of audit services required by the HHSC or federal funding source.
- (3) Researchers.

**Proposal.** A solicited or unsolicited bid, application, request, invitation to consider or similar communication by or on behalf of a person seeking to receive a covered contract.

**Suspension.** An action taken by a suspending official in accordance with 45 CFR Part 76 (or comparable federal regulations) that immediately excludes a person from participating in covered contracts for a temporary period, pending completion of an investigation and such legal, debarment, or Program Fraud Civil Remedies Act proceedings as may ensue. A person so excluded is "suspended".

**Voluntary exclusion or voluntarily excluded.** A status of nonparticipation or limited participation in covered transactions assumed by a person pursuant to the terms of a settlement.

CERTIFICATION REGARDING FEDERAL LOBBYING  
(Certification for Contracts, Grants, Loans, and Cooperative Agreements)

PREAMBLE

Federal legislation, Section 319 of Public Law 101-121 generally prohibits entities from using federally appropriated funds to lobby the executive or legislative branches of the federal government. Section 319 specifically requires disclosure of certain lobbying activities. A federal government-wide rule, "New Restrictions on Lobbying", published in the Federal Register, February 26, 1990, requires certification and disclosure in specific instances and defines terms:

Covered Awards and Subawards--Contracts, grants, and cooperative agreements over the \$100,000 threshold need (1) certifications, and (2) disclosures, if required. (See certification term number 2 concerning disclosure.)

Lobbying--To lobby means "to influence or attempt to influence an officer or employee of any agency (federal), a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following covered federal actions:

- the awarding of any federal contract,
- the making of any federal grant,
- the making of any federal loan,
- the entering into of any cooperative agreement, and
- the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement".

Limited Use of Appropriated Funds Not Prohibited--The prohibition on using appropriated funds does not apply to activities by one's own employees with respect to:

- liaison activities with federal agencies and Congress not directly related to a covered federal action;
- providing any information specifically requested by a federal agency or Congress;
- discussion and/or demonstration or products or services if not related to a specific solicitation or a covered action; or
- professional and technical services in preparing, submitting or negotiating any bid, proposal or application for a federal contract, grant loan or cooperative agreement or for meeting legal requirements conditional to receipt of any federal contract, grant, loan or cooperative agreement. (The prohibition also does not apply to such services provided by nonemployees for the same purposes.)

Professional and Technical Services--Professional and technical services shall be advice and analysis directly applying any professional or technical expertise. Note that the professional and technical services exemption is specifically limited to the merits of the matter.

Other Allowable Activities--The prohibition on use of federally appropriated funds does not apply to influencing activities not in connection with a specific covered federal action. These activities include those related to legislation and regulations for a program versus a specific covered federal action.

Funds Other Than Federal Appropriations--There is no federal restriction on the use of nonfederal funds to lobby the federal government for contracts, grants, and cooperative agreements.

Applicability of Other State and Federal Requirements--Neither the government-wide rule nor the law affect either (1) the applicability of cost principles in OMB circulars A-87 and A-122, or (2) riders to the Texas State Appropriations Acts which disallow use of state funds for lobbying.

TERMS OF CERTIFICATION

This certification applies only to the instant federal action for which the certification is being obtained and is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with these federally funded contract, subcontract, subgrant, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. (If needed, contact your Health and Human Services Commission procurement officer or contract manager to obtain a copy of Standard Form-LLL.)
3. The undersigned shall require that the language of this certification be included in the award documents for all covered subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all covered subrecipients will certify and disclose accordingly.

Do you have or do you anticipate having covered subawards under this transaction? ..... ☐ Yes ☒ No

Name of Contractor/Potential Contractor <i>The Shadi Group / Women's Wellness Center</i>	Vendor ID No. or Social Security No. <i>74-2757919</i>	HHSC Contract No. (if applicable) <i>529-16-0094</i>
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Name of Authorized Representative (type or print) <i>Carol Everett</i>	Title <i>Founder/CEO</i>
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*Carol Everett*  
Signature - Authorized Representative  
*for The Shadi Group*  
Date *4-12-16*

## TEXAS HEALTH AND HUMAN SERVICES COMMISSION

ANTI-TRUST CERTIFICATION

STATE OF TEXAS

COUNTY OF TRAVIS

CONTRACTOR hereby certifies to HHSC that neither the CONTRACTOR, nor the person represented by the CONTRACTOR, nor any person acting for the represented person has:

- a. violated the antitrust laws codified by Chapter 15, Business & Commerce Code, or the federal antitrust laws; or
- b. directly or indirectly communicated the bid/offer associated with this contract to a competitor or other person engaged in the same line of business.

CONTRACTOR hereby assigns to HHSC any and all claims for overcharges associated with this contract arising under the anti-trust laws of the United States, 15 U.S.C.A. Section 1, et. seq. (1973), as amended, and the anti-trust laws of the State of Texas, TEX. Bus. & Comm Code Ann. Section 15.01, et. seq. (1967), as amended.

Carol Everett for The Heidi Group/ Women's Wellness Coalition  
Authorized signature

The Heidi Group/ Women's Wellness Coalition  
Name of Contractor/Vendor

4/12/16  
Date

Carol Everett  
Printed Name of Individual

Founder/CEO  
Title of Individual

**TEXAS HEALTH AND HUMAN SERVICES COMMISSION  
ANTI-TRUST CERTIFICATION FORM**

**INSTRUCTIONS**

**PURPOSE:**

The contractor certifies that neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such a firm, corporation or institution has violated the antitrust laws of this state, federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Antitrust violations are activities or practices that are noncompetitive or that attempt to restrain trade or commerce.

**PROCEDURES:**

This form should be included in the contract package if the anti-trust certification is not part of required certifications included in the contract.

The HHSC Program/Division that originates the request for the new contract is responsible to ensure that this form is included in the contract package forwarded to Administrative Services Development (ASD) for review, approval and execution. The anti-trust certification applies to contracts established with private vendors only.

HHSC RFP No.: 529-16-0094

Respondent Name: The Heidi Group/  
Women's Wellness Coalition

### Required Certifications


*Instructions: This form must be submitted as an attachment to the respondent's proposal, and must be signed in ink by an individual who is authorized to bind the respondent.*

By submitting a proposal, the respondent agrees and certifies the following.

1. The respondent accepts the RFP terms and conditions, including HHSC's Uniform Contract Terms and Conditions, and other RFP requirements unless specifically noted on the Respondent Information and Disclosure Form. HHSC reserves the right to reject any or all of the respondent's proposed exceptions.
2. The respondent's proposal will remain a firm and binding offer for 240 days from the date the proposal is due.
3. The respondent guarantees that the proposal complies with all RFP requirements, at the costs outlined in the proposal. The respondent further guarantees that the terms specified in the proposal will remain firm and binding through the contract termination date, unless the parties agree to modify such terms in the contract.
4. HHSC will have the right to use, produce and distribute copies of, and disclose all or part of the proposal to HHSC's employees, agents, and contractors and other governmental entities as HHSC deems necessary to complete the procurement process or comply with state or federal laws.
5. Neither the respondent nor any firm, corporation, partnership, or institution represented by the respondent, nor anyone acting for such firm, corporation, partnership or institution has: (1) violated the antitrust laws of the State of Texas under TEX. BUS. & COM. CODE, Chapter 15, or federal antitrust laws, or (2) communicated directly or indirectly the proposal to any competitor or any other person engaged in such line of business during the procurement process.
6. All prices proposed by the respondent have been arrived at independently. The respondent has not, for the purpose of restricting competition, consulted, communicated with, and/or made any agreements with or inducements to any other respondent relating to:
  - o the intention to submit a proposal;
  - o the methods or factors used to calculate the prices proposed; or
  - o the respondent's proposal.
7. On behalf of itself, any parent or subordinate organization and all proposed subcontractors, the respondent accepts as lawful and binding, without reservation or limitation:
  - o the RFP's submission requirements and specifications, including all RFP appendices and addenda, except as noted in the Respondent Information and Disclosure Form;
  - o HHSC's procurement rules, procedures, and processes;
  - o HHSC's use of the evaluation methodology and process described in RFP Section 5;
  - o HHSC's sole, unrestricted right to reject any or all proposals, or parts thereof, submitted in response to the RFP;
  - o the substantive, professional, legal, procedural, and technical propriety of the RFP Scope of Work.
8. The respondent generally releases from liability and waives all claims against any party providing information about the respondent at HHSC's request.
9. Prior to assigning any personnel to perform any part of its obligation under the contract, the respondent agrees that it will require its personnel and subcontractor personnel to execute individual confidentiality agreements, which upon execution will become part of the contract.

HHSC RFP No.: 529-16-0094 Respondent Name: The Heidi Group /  
Women's Wellness Coalition

10. The respondent does not have personal or business interests that present a conflict of interest with respect to the RFP and resulting contract, and if applicable, the respondent has identified any potential conflicts of interest in its proposal.
11. The respondent has complied with all State of Texas and federal laws and regulations relating to the hiring of former state employees, and has disclosed all past state employment in its proposal.
12. The respondent has identified all parts of its proposal that it believes are excepted from disclosure under the Texas Public Information Act, and provided an explanation of why it believes the exceptions apply, in the Respondent Information and Disclosure.
13. Under Section 2155.004, Texas Government Code, the respondent certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
14. Under Section 2155.006, Texas Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
15. Under Texas Family Code Section 231.006, relating to child support obligations, the respondent and any other individual or business entity named in this solicitation are eligible to receive the specified payment and acknowledge that this contract may be terminated and payment withheld if this certification is inaccurate.
16. The respondent will adhere to, and require its subcontractors to adhere to, Executive Order 13224, "Terrorist Financing – Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism," effective September 24, 2004, as amended.
17. Respondent has not given, offered to give, nor intends to give at anytime hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted response.
18. The respondent acknowledges all addenda and amendments to the RFP.

  
Signature  
Carol Everett  
Printed Name  
CEO / Executive Director  
Title  
4-27-2016  
Date

Effective: August 2004  
Revision Date: July 15, 2008

HHSC RFP No.: 512-16-0094  
Respondent's Name: The Heidi Group / Women's  
Wellness Coalition

### Respondent Information and Disclosures

*Instructions: This form must be submitted as an attachment to the respondent's proposal.*

Part 1: General Respondent Information.	
1. Organization's Legal Name: <u>The Heidi Group</u>	
2. Doing Business As: <u>Women's Wellness Coalition</u>	
3. Physical Address: <u>109 S Harris Street Ste 210 Round Rock TX 78664</u>	
4. Mailing Address: <u>PO Box 2050 Round Rock TX 78680</u>	
5. Taxpayer Identification Number: <u>74-2757919</u>	
6. Legal Status (check one): <input type="checkbox"/> For-profit Entity <input checked="" type="checkbox"/> Non-profit Entity <input type="checkbox"/> Governmental Entity	
7. Business Structure (check one): <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Limited (Liability) Company <input type="checkbox"/> Partnership <input type="checkbox"/> Limited (Liability) Partnership <input type="checkbox"/> Joint Venture <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other (specify): _____	
8. State of Incorporation, If Applicable: _____	
9. Name of Parent Entity, If Applicable: _____	
10. HUB Status (check one): <input type="checkbox"/> State of Texas Certified Entity <input checked="" type="checkbox"/> Non-HUB Entity	
Part 2: Respondent Contact Information.	
1. Person Who Will Sign the Contract: Name: <u>Carol Everett</u> Title: <u>Founder / CEO</u> Mailing Address: <u>109 S Harris Street Ste 210 Round Rock TX 78664</u> Telephone: <u>(512) 255-2088</u> Fax: <u>(512)255-2582</u> E-mail: <u>ce@heidigroup.org</u>	2. Primary Contact for Proposal Questions: Name: <u>Becky Dean</u> Title: <u>Director of Programs</u> Mailing Address: <u>109 S Harris Street Ste 210 Round Rock TX 78664</u> Telephone: <u>(512) 255-2088</u> Fax: <u>(512) 255-2582</u> E-mail: <u>becky@heidigroup.org</u>
Part 3: Subcontractor Information. <i>Provide the following information for each proposed subcontractor. Attach additional pages if necessary.</i>	
1. Organization's Legal Name: _____	
2. Doing Business As: <u>Attached</u>	
3. Physical Address: _____	

Effective: August 2004

Revision Date: July 15, 2008

HHSC RFP No.: 529-16-0094

Respondent's Name: The Heidi Group / Women's  
Wellness Coalition

4. Mailing Address: \_\_\_\_\_
5. Taxpayer Identification Number: \_\_\_\_\_
6. Legal Status (check one): ☐ For-profit Entity ☐ Non-profit Entity  
☐ Governmental Entity
7. Business Structure (check one): ☐ Corporation ☐ Limited (Liability) Company  
☐ Partnership ☐ Limited (Liability) Partnership  
☐ Joint Venture ☐ Sole Proprietorship  
☐ Other (specify): \_\_\_\_\_
8. State of Incorporation, If Applicable: \_\_\_\_\_
9. Name of Parent Entity, If Applicable: \_\_\_\_\_
10. HUB Status (check one): ☐ State of Texas Certified Entity ☐ Non-HUB Entity

Have you attached additional pages for Part 3? ☐ Yes ☒ No

**Part 4: Former Employees of a State Agency. Identify all respondent or subcontractor personnel who have worked for HHSC or another health and human services agency in the past two years. Attach additional pages if necessary.**

1. Name of former state employee: \_\_\_\_\_
2. Job title at termination of state employment: N/A
3. Date of termination of state employment: \_\_\_\_\_
4. Annual rate of compensation at termination: \_\_\_\_\_
5. Description of job responsibilities while state employee: \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

6. If the former state employee worked on matters relating to the RFP, describe those matters:
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

Have you attached additional pages for Part 4? ☐ Yes ☒ No



Effective: August, 2004  
Revision Date: July 15, 2008

HHSC RFP No.: 529-16-0094  
Respondent's Name: The Heidi Group/ Women's  
Wellness Coalition

**Part 5: Conflicts of Interest.** Describe all facts or circumstances that may give rise to a potential conflict of interest, and describe all measures the respondent and its subcontractors will take to ensure that these facts or circumstances do not create an actual conflict of interest. Attach additional pages if necessary.

N/A

Have you attached additional pages for Part 5? ☐ Yes ☒ No

**Part 6: Litigation.** Disclose all pending, resolved, or completed litigation, mediation, arbitration, or other alternative dispute resolution procedure involving the respondent within the past 36 months. Include the cause number, court, parties' names, subject matter, relief sought, amount in controversy, and final disposition or status. Provide the same information for all subcontractors. Attach additional pages if necessary.

N/A

Have you attached additional pages for Part 6? ☐ Yes ☒ No

Effective: August 2004  
Revision Date: July 15, 2008

HHSC RFP No.: 529-16-0094  
Respondent's Name: The Heidi Group/ Women's  
Wellness Coalition

**Part 7: Exceptions or Reservations to the RFP.** List all exceptions, reservations, and limitations to the terms and conditions of the RFP, including HHSC's UTCs. Respondents may not raise additional issues during contract discussions or negotiations, and HHSC may take all stated exceptions, reservations, or limitations to the RFP's terms and conditions into account during proposal evaluation. Attach additional pages if necessary.

N/A

Have you attached additional pages for Part 7? ☐ Yes ☒ No

**Part 8: Texas Public Information Act (PIA):** Complete this part if you assert one or more parts of the proposal are excepted from disclosure under the PIA. Attach additional pages if necessary.

1. Proposal Section: N/A
2. PIA Exception\*:
3. Explanation of Why the Exception Applies:

\* The most commonly asserted exception is Texas Government Code §552.110 (trade secret, or commercial or financial information confidential by law).

Have you attached additional pages for Part 8? ☐ Yes ☒ No

## **Section 7 – Certifications and Other Required Forms**

The following forms are attached for the Respondent and its subcontractors (if applicable):

Child Support Certification

Debarment, Suspension, Ineligibility, and Voluntary Exclusion of Covered Contracts

Required Certifications

Federal Lobbying Certification

Anti-Trust Certification

Respondent Information and Disclosures

HHSC Information Security and Privacy Initial Inquiry



## SOLICITATION ADDENDUM

**SOLICITATION ADDENDUM: # 2**  
for  
**SOLICITATION: # 529-16-0094**

Date: 4/15/2016

PCS Purchaser/Contract Administrator: Mahsa Azadi  
Phone: 512-406-2410  
Fax: 512-406-2688

Date Due: 04/27/2016

Time Due: 2:00 pm

**DESCRIPTION OF THE ADDENDUM:**

This Addendum is issued to reflect the following information, clarification or change:

HHSC posts Addendum #2 to revise various sections of the RFP, to publish Vendor Questions and HHSC'S responses, and the Vendor Conference Sign-In sheet as indicated in the following documents.

2016 4 15 HTW RFP  
Amendment -- 4-15-1

HTW Sign In Sheet.PDF

Microsoft Excel  
Worksheet

Failure to acknowledge receipt of this addendum may result in response rejection. Respondents may acknowledge receipt by one of the following methods:

1. Sign and return this addendum to HHSC-PCS with the solicitation response; or
2. Acknowledge receipt of this addendum on face of your response, **or**;
3. If response has already been submitted by respondent, respondent may acknowledge receipt by signing and faxing the addendum to the fax number above prior to solicitation due date and time:

Authorized Signature:  Date: 4-18-16

Printed or Typed Name of Authorized Signature:


Business Entity Name: Carol Everett The Heidi Group



## HHS Procurement and Contracting Services

### SOLICITATION ADDENDUM

# SOLICITATION ADDENDUM: # 3 for SOLICITATION: # 529-16-0094

<b>Date:</b> 4/20/2016	<b>PCS Purchaser/Contract Administrator:</b> Mahsa Azadi <b>Phone:</b> 512-406-2410 <b>Fax:</b> 512-406-2688
<b>Date Due:</b> 05/2/2016	<b>Time Due:</b> 2:00 pm
<b><u>DESCRIPTION OF THE ADDENDUM:</u></b> This Addendum is issued to reflect the following information, clarification or change:  HHSC posts Addendum #3 (Package 6) to revise Section 1.3, Section 3.7, Section 3.8, Form A and the inclusion of the HHS Information Security and Privacy Initial Inquiry (SPI) Form as indicated in the document attached below.   HTW RFP Amendment #3	

Failure to acknowledge receipt of this addendum may result in response rejection. Respondents may acknowledge receipt by one of the following methods:

1. Sign and return this addendum to HHSC-PCS with the solicitation response; or
2. Acknowledge receipt of this addendum on face of your response, **or**;
3. If response has already been submitted by respondent, respondent may acknowledge receipt by signing and faxing the addendum to the fax number above prior to solicitation due date and time:

Authorized Signature: [Signature] Date: 4-20-16  
Printed or Typed Name of Authorized Signature:  
Business Entity Name: The Heidi Group, DBA Women's Wellness Coalition



## SOLICITATION ADDENDUM

**SOLICITATION ADDENDUM: # 1**  
for  
**SOLICITATION: # 529-16-0094**

Date: 3/31/2016

PCS Purchaser/Contract Administrator: Mahsa Azadi  
Phone: 512-406-2410  
Fax: 512-406-2688

Date Due: 04/21/2016

Time Due: 2:00 pm

**DESCRIPTION OF THE ADDENDUM:**

This Addendum is issued to reflect the following information, clarification or change:

The addition of the vendor conference presentation.

Microsoft PowerPoint  
97-2003 Presentation

Failure to acknowledge receipt of this addendum may result in response rejection. Respondents may acknowledge receipt by one of the following methods:

1. Sign and return this addendum to HHSC-PCS with the solicitation response; or
2. Acknowledge receipt of this addendum on face of your response, or;
3. If response has already been submitted by respondent, respondent may acknowledge receipt by signing and faxing the addendum to the fax number above prior to solicitation due date and time:

Authorized Signature:

Date:

4-12-16

Printed

or

Typed

Name

of

Authorized

Signature:

Business Entity Name:

The Heidi Group / Women's Wellness Coalition

# **Attachment E – Grantee UTC**

## **VERSION 2.12**

HHSC Uniform Terms and Conditions Version 2.12  
Published and Effective: November 30, 2015  
Responsible Office: Chief Counsel



**Health and Human Services Commission**  
**HHSC Uniform Terms and Conditions - Grant**  
**Version 2.12**



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## ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

### 1.01 Definitions

As used in this Contract, unless the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

“[Amendment](#)” means a written agreement, signed by the parties hereto, which documents changes to the Contract other than those permitted by Work Orders or Technical Guidance Letters, as herein defined.

“[Attachment](#)” means documents, terms, conditions, or additional information physically added to this Contract following the Signature Document or included by reference, as if physically, within the body of this Contract.

“[Contract](#)” means the Signature Document, these Uniform Terms and Conditions, along with any Attachments, and any Amendments, or Technical Guidance Letters that may be issued by the System Agency, to be incorporated by reference herein for all purposes if issued.

“[Deliverable](#)” means a work product prepared, developed, or procured by Grantee as part of the Services under the Contract for the use or benefit of the System Agency or the State of Texas.

“[Effective Date](#)” means the date agreed to by the Parties as the date on which the Contract takes effect.

“[System Agency](#)” means HHSC or any of the agencies of the State of Texas that are overseen by HHSC under authority granted under State law and the officers, employees, and designees of those agencies. These agencies include: the Department of Aging and Disability Services, the Department of Assistive and Rehabilitative Services, the Department of Family and Protective Services, and the Department of State Health Services.

“[Federal Fiscal Year](#)” means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

“[GAAP](#)” means Generally Accepted Accounting Principles.

“[GASB](#)” means the Governmental Accounting Standards Board.

“[Grantee](#)” means the Party receiving funds under this Contract, if any.

“[Health and Human Services Commission](#)” or “[HHSC](#)” means the administrative agency established under Chapter 531, Texas Government Code or its designee.

“[HUB](#)” means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

“[Intellectual Property](#)” means patents, rights to apply for patents, trademarks, trade names, service marks, domain names, copyrights and all applications and worldwide registration of

such, schematics, industrial models, inventions, know-how, trade secrets, computer software programs, and other intangible proprietary information.

“Mentor Protégé” means the Comptroller of Public Accounts’ leadership program found at: <http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/>.

“Parties” means the System Agency and Grantee, collectively.

“Party” means either the System Agency or Grantee, individually.

“Program” means the statutorily authorized activities of the System Agency under which this Contract has been awarded.

“Project” means specific activities of the Grantee that are supported by funds provided under this Contract.

“Public Information Act” or “PIA” means Chapter 552 of the Texas Government Code.

“Statement of Work” means the description of activities performed in completing the Project, as specified in the Contract and as may be amended.

“Signature Document” means the document executed by both Parties that specifically sets forth all of the documents that constitute the Contract.

“Solicitation” means the document issued by the System Agency under which applications for Program funds were requested, which is incorporated herein by reference for all purposes in its entirety, including all Amendments and Attachments.

“Solicitation Response” means Grantee’s full and complete response to the Solicitation, which is incorporated herein by reference for all purposes in its entirety, including any Attachments and addenda.

“State Fiscal Year” means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

“State of Texas Textravel” means Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

“Technical Guidance Letter” or “TGL” means an instruction, clarification, or interpretation of the requirements of the Contract, issued by the System Agency to the Grantee.

## **1.02 Interpretive Provisions**

- a. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.
- b. The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.
- c. The term “including” is not limiting and means “including without limitation” and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent

Amendments and other modifications thereto, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.

- d. Any references to “sections,” “appendices,” or “attachments” are references to sections, appendices, or attachments of the Contract.
- e. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Contract are references to these documents as amended, modified, or supplemented from time to time during the term of the Contract.
- f. The captions and headings of this Contract are for convenience of reference only and do not affect the interpretation of this Contract.
- g. All Attachments within this Contract, including those incorporated by reference, and any Amendments are considered part of the terms of this Contract.
- h. This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each will be performed in accordance with its terms.
- i. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase “in its sole discretion.”
- j. Time is of the essence in this Contract.

## **ARTICLE II PAYMENT METHODS AND RESTRICTIONS**

### **2.01 Payment Methods**

Except as otherwise provided by the provisions of the Contract, the payment method will be one or more of the following:

- a. cost reimbursement. This payment method is based on an approved budget and submission of a request for reimbursement of expenses Grantee has incurred at the time of the request;
- b. unit rate/fee-for-service. This payment method is based on a fixed price or a specified rate(s) or fee(s) for delivery of a specified unit(s) of service and acceptable submission of all required documentation, forms and/or reports; or
- c. advance payment. This payment method is based on disbursement of the minimum necessary funds to carry out the Program or Project where the Grantee has implemented appropriate safeguards. This payment method will only be utilized in accordance with governing law and at the sole discretion of the System Agency.

Grantees shall bill the System Agency in accordance with the Contract. Unless otherwise specified in the Contract, Grantee shall submit requests for reimbursement or payment monthly by the last business day of the month following the month in which expenses were incurred or services provided. Grantee shall maintain all documentation that substantiates invoices and make the documentation available to the System Agency upon request.

### **2.02 Final Billing Submission**

Unless otherwise provided by the System Agency, Grantee shall submit a reimbursement or payment request as a final close-out invoice not later than forty-five (45) calendar days following

the end of the term of the Contract. Reimbursement or payment requests received in the System Agency's offices more than forty-five (45) calendar days following the termination of the Contract may not be paid.

### **2.03 Financial Status Reports (FSRs)**

Except as otherwise provided in these General Provisions or in the terms of any Program Attachment(s) that is incorporated into the Contract, for contracts with categorical budgets, Grantee shall submit quarterly FSRs to Accounts Payable by the last business day of the month following the end of each quarter of the Program Attachment term for System Agency review and financial assessment. Grantee shall submit the final FSR no later than forty-five (45) calendar days following the end of the applicable term.

### **2.04 Debt to State and Corporate Status**

Pursuant to Tex. Gov. Code § 403.055, the Department will not approve and the State Comptroller will not issue payment to Grantee if Grantee is indebted to the State for any reason, including a tax delinquency. Grantee, if a corporation, certifies by execution of this Contract that it is current and will remain current in its payment of franchise taxes to the State of Texas or that it is exempt from payment of franchise taxes under Texas law (Tex. Tax Code §§ 171.001 et seq.). If tax payments become delinquent during the Contract term, all or part of the payments under this Contract may be withheld until Grantee's delinquent tax is paid in full.

### **2.05 Application of Payment Due**

Grantee agrees that any payments due under this Contract will be applied towards any debt of Grantee, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

### **2.06 Use of Funds**

Grantee shall expend funds provided under this Contract only for the provision of approved services and for reasonable and allowable expenses directly related to those services.

### **2.07 Use for Match Prohibited**

Grantee shall not use funds provided under this Contract for matching purposes in securing other funding without the written approval of the System Agency.

### **2.08 Program Income**

Income directly generated from funds provided under this Contract or earned only as a result of such funds is Program Income. Unless otherwise required under the Program, Grantee shall use the addition alternative, as provided in UGMS § \_\_.25(g)(2), for the use of Project income to further the Program, and Grantee shall spend the Program Income on the Project. Grantee shall identify and report this income in accordance with the Contract, applicable law, and the Contractor's Financial Procedures Manual located at <http://www.dshs.state.tx.us/contracts/cfpm.shtm>. Grantee shall expend Program Income during the Program Attachment term and may not carry forward to any succeeding term. Grantee shall refund program income not expended in the term in which it is earned to the System Agency. The System Agency may base future funding levels, in part, upon Grantee's proficiency in identifying, billing, collecting, and reporting Program Income, and in using it for the purposes and under the conditions specified in this Contract.

## **2.09 Nonsupplanting**

Grantee shall not use funds from this Contract to replace or substitute for existing funding from other but shall use funds from this Contract to supplement existing state or local funds currently available. Grantee shall make a good faith effort to maintain its current level of support. Grantee may be required to submit documentation substantiating that a reduction in state or local funding, if any, resulted for reasons other than receipt or expected receipt of funding under this Contract.

## **ARTICLE III. STATE AND FEDERAL FUNDING**

### **3.01 Funding**

This Contract is contingent upon the availability of sufficient and adequate funds. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or agencies, amendment of the Texas General Appropriations Act, agency consolidation, or any other disruptions of current funding for this Contract, the System Agency may restrict, reduce, or terminate funding under this Contract. This Contract is also subject to immediate cancellation or termination, without penalty to the System Agency, if sufficient and adequate funds are not available. Grantee will have no right of action against the System Agency if the System Agency cannot perform its obligations under this Contract as a result of lack of funding for any activities or functions contained within the scope of this Contract. In the event of cancellation or termination under this Section, the System Agency will not be required to give notice and will not be liable for any damages or losses caused or associated with such termination or cancellation.

### **3.02 No debt Against the State**

The Contract will not be construed as creating any debt by or on behalf of the State of Texas.

### **3.03 Debt to State**

If a payment law prohibits the Texas Comptroller of Public Accounts from making a payment, the Grantee acknowledges the System Agency's payments under the Contract will be applied toward eliminating the debt or delinquency. This requirement specifically applies to any debt or delinquency, regardless of when it arises.

### **3.04 Recapture of Funds**

The System Agency may withhold all or part of any payments to Grantee to offset overpayments made to the Grantee. Overpayments as used in this Section include payments (i) made by the System Agency that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Contract, including any unapproved expenditures. Grantee understands and agrees that it will be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Grantee further understands and agrees that reimbursement of such disallowed costs will be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Contract.

## ARTICLE IV ALLOWABLE COSTS AND AUDIT REQUIREMENTS

### 4.01 Allowable Costs.

System Agency will reimburse the allowable costs incurred in performing the Project that are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Contract. The System Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. If the System Agency has paid funds to Grantee for unallowable or ineligible costs, the System Agency will notify Grantee in writing, and Grantee shall return the funds to the System Agency within thirty (30) calendar days of the date of this written notice. The System Agency may withhold all or part of any payments to Grantee to offset reimbursement for any unallowable or ineligible expenditure that Grantee has not refunded to the System Agency, or if financial status report(s) required under the Financial Status Reports section are not submitted by the due date(s). The System Agency may take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Grantee's repayment obligations. Applicable cost principles, audit requirements, and administrative requirements include-

Applicable Entity	Applicable Cost Principles	Audit Requirements	Administrative Requirements
State, Local and Tribal Governments	2 CFR, Part 225	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Educational Institutions	2 CFR, Part 220	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Non-Profit Organizations	2 CFR, Part 230	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
For-profit Organization other than a hospital and an organization named in OMB Circular A-122 (2 CFR Part, 230) as not subject to that circular.	48 CFR Part 31, Contract Cost Principles Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS



A chart of applicable Federal awarding agency common rules is located through a web link on the System Agency website at <http://www.dshs.state.tx.us/contracts/links.shtm>. OMB Circulars will be applied with the modifications prescribed by UGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

#### **4.02 Independent Single or Program-Specific Audit**

If Grantee, within Grantee's fiscal year, expends a total amount of at least **SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000)** in federal funds awarded, Grantee shall have a single audit or program-specific audit in accordance with the 2 CFR 200. The \$750,000 federal threshold amount includes federal funds passed through by way of state agency awards. If Grantee, within Grantee's fiscal year, expends a total amount of at least \$500,000 in state funds awarded, Grantee must have a single audit or program-specific audit in accordance with UGMS, State of Texas Single Audit Circular. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or UGMS, as applicable, for their program-specific audits. The HHSC Office of Inspector General (OIG) will notify Grantee to complete the Single Audit Status Registration Form. If Grantee fails to complete the Single Audit Status Form within thirty (30) calendar days after notification by OIG to do so, Grantee shall be subject to the System Agency sanctions and remedies for non-compliance with this Contract. The audit must be conducted by an independent certified public accountant and in accordance with applicable OMB Circulars, Government Auditing Standards, and UGMS. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with the provisions of UGMS

#### **4.03 Submission of Audit**

Within thirty (30) calendar days of receipt of the audit reports required by the Independent Single or Program-Specific Audit section, Grantee shall submit one copy to the System Agency's Contract Representative identified in the Signature Document and one copy to the OIG at the following address:

Health and Human Services Commission  
Office of Inspector General  
Compliance/Audit, Mail Code 1326  
P.O. Box 85200  
Austin, Texas 78708-5200

Electronic submission to the System Agency should be addressed as indicated in the Signature Document

Electronic submission to HHSC should be addressed as follows:

[Dani.fielding@hhsc.state.tx.us](mailto:Dani.fielding@hhsc.state.tx.us)

If Grantee fails to submit the audit report as required by the Independent Single or Program-Specific Audit section within thirty (30) calendar days of receipt by Grantee of an audit report, Grantee shall be subject to the System Agency sanctions and remedies for non-compliance with this Contract.

## **ARTICLE V AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS**

### **5.01 General Affirmations**

Grantee certifies that, to the extent General Affirmations are incorporated into the Contract under the Signature Document, the General Affirmations have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

### **5.02 Federal Assurances**

Grantee further certifies that, to the extent Federal Assurances are incorporated into the Contract under the Signature Document, the Federal Assurances have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

### **5.03 Federal Certifications**

Grantee further certifies, to the extent Federal Certifications are incorporated into the Contract under the Signature Document, that the Federal Certifications have been reviewed, and that Grantee is in compliance with each of the requirements reflected therein. **In addition, Grantee certifies that it is in compliance with all applicable federal laws, rules, or regulations, as they may pertain to this Contract.**

## **ARTICLE VI OWNERSHIP AND INTELLECTUAL PROPERTY**

### **6.01 Ownership**

The System Agency will own, and Grantee hereby assigns to the System Agency, all right, title, and interest in all Deliverables.

### **6.02 Intellectual Property**

- a. The System Agency and Grantee will retain ownership, all rights, title, and interest in and to, their respective pre-existing Intellectual Property. A license to either Party's pre-existing Intellectual Property must be agreed to under this or another contract.
- b. Grantee grants to the System Agency and the State of Texas a royalty-free, paid up, worldwide, perpetual, non-exclusive, non-transferable license to use any Intellectual Property invented or created by Grantee, Grantee's contractor, or a subcontractor in the performance of the Project. Grantee will require its contractors to grant such a license under its contracts.
- c. As used herein, "Intellectual Property" shall mean: inventions and business processes, whether or not patentable; works of authorship; trade secrets; trademarks; service marks; industrial designs; and other intellectual property incorporated in any Deliverable and first created or developed by Grantee, Grantee's contractor or a subcontractor in performing the Project.

## **ARTICLE VII RECORDS, AUDIT, AND DISCLOSURE**

### **7.01 Books and Records**

Grantee will keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives sufficient information to

determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes. Unless otherwise specified in this Contract, Grantee will maintain legible copies of this Contract and all related documents for a minimum of seven (7) years after the termination of the contract period or seven (7) years after the completion of any litigation or dispute involving the Contract, whichever is later.

#### **7.02 Access to records, books, and documents**

In addition to any right of access arising by operation of law, Grantee and any of Grantee's affiliate or subsidiary organizations, or Subcontractors will permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or Services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Contract. If the Contract includes federal funds, federal agencies that will have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that will have a right of access to records as described in this section include: the System Agency, HHSC, HHSC's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office, and any successor agencies. Each of these entities may be a duly authorized authority. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of investigation or hearing, Grantee will produce original documents related to this Contract. The System Agency and any duly authorized authority will have the right to audit billings both before and after payment, and all documentation that substantiates the billings. Grantee will include this provision concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

#### **7.03 Response/compliance with audit or inspection findings**

- a. Grantee must act to ensure its and its Subcontractor's compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, or inspection of the Contract and the goods or services provided hereunder. Any such correction will be at Grantee or its Subcontractor's sole expense. Whether Grantee's action corrects the noncompliance will be solely the decision of the System Agency.
- b. As part of the Services, Grantee must provide to HHSC upon request a copy of those portions of Grantee's and its Subcontractors' internal audit reports relating to the Services and Deliverables provided to the State under the Contract.

#### **7.04 SAO Audit**

Grantee understands that acceptance of funds directly under the Contract or indirectly through a Subcontract under the Contract acts as acceptance of the authority of the State Auditor's Office (SAO), or any successor agency, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the SAO must provide the SAO with access to any information the SAO considers relevant to the investigation or audit. Grantee agrees to cooperate fully with the SAO

or its successor in the conduct of the audit or investigation, including providing all records requested. Grantee will ensure that this clause concerning the authority to audit funds received indirectly by Subcontractors through Grantee and the requirement to cooperate is included in any Subcontract it awards.

#### **7.05 Confidentiality**

Any specific confidentiality agreement between the Parties takes precedent over the terms of this section. To the extent permitted by law, Grantee agrees to keep all information confidential, in whatever form produced, prepared, observed, or received by Grantee. The provisions of this section remain in full force and effect following termination or cessation of the services performed under this Contract.

#### **7.06 Public Information Act**

Information related to the performance of this Contract may be subject to the PIA and will be withheld from public disclosure or released only in accordance therewith. Grantee must make all information not otherwise excepted from disclosure under the PIA available in portable document file (".pdf") format or any other format agreed between the Parties.

### **ARTICLE VIII CONTRACT MANAGEMENT AND EARLY TERMINATION**

#### **8.01 Contract Management**

To ensure full performance of the Contract and compliance with applicable law, the System Agency may take actions including:

- a. Suspending all or part of the Contract;
- b. Requiring the Grantee to take specific corrective actions in order to remain in compliance with term of the Contract;
- c. Recouping payments made to the Grantee found to be in error;
- d. Suspending, limiting, or placing conditions on the continued performance of the Project;
- e. Imposing any other remedies authorized under this Contract; and
- f. Imposing any other remedies, sanctions or penalties permitted by federal or state statute, law, regulation, or rule.

#### **8.02 Termination for Convenience**

The System Agency may terminate the Contract at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in HHSC's notice of termination.

#### **8.03 Termination for Cause**

Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Contract, in whole or in part, upon either of the following conditions:

##### **a. Material Breach**

The System Agency will have the right to terminate the Contract in whole or in part if the System Agency determines, at its sole discretion, that Grantee has materially breached the Contract or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of Grantee's duties under the Contract. Grantee's misrepresentation in any aspect of Grantee's

Solicitation Response, if any or Grantee's addition to the Excluded Parties List System (EPLS) will also constitute a material breach of the Contract.

**b. Failure to Maintain Financial Viability**

The System Agency may terminate the Contract if, in its sole discretion, the System Agency has a good faith belief that Grantee no longer maintains the financial viability required to complete the Services and Deliverables, or otherwise fully perform its responsibilities under the Contract.

**8.04 Equitable Settlement**

Any early termination under this Article will be subject to the equitable settlement of the respective interests of the Parties up to the date of termination.

**ARTICLE IX MISCELLANEOUS PROVISIONS**

**9.01 Amendment**

The Contract may only be amended by an Amendment executed by both Parties.

**9.02 Insurance**

Unless otherwise specified in this Contract, Grantee will acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Grantee will provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Grantee will secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage.

These and all other insurance requirements under the Contract apply to both Grantee and its Subcontractors, if any. Grantee is responsible for ensuring its Subcontractors' compliance with all requirements.

**9.03 Legal Obligations**

Grantee will comply with all applicable federal, state, and local laws, ordinances, and regulations, including all federal and state accessibility laws relating to direct and indirect use of information and communication technology. Grantee will be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them. In addition to any other act or omission that may constitute a material breach of the Contract, failure to comply with this Section may also be a material breach of the Contract.

**9.04 Permitting and Licensure**

At Grantee's sole expense, Grantee will procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide

the goods or Services required by this Contract. Grantee will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee agrees to be responsible for payment of any such government obligations not paid by its contactors or subcontractors during performance of this Contract.

#### **9.05 Indemnity**

**TO THE EXTENT ALLOWED BY LAW, GRANTEE WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND ITS OFFICERS AND EMPLOYEES, AND THE SYSTEM AGENCY AND ITS OFFICERS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING ATTORNEYS' FEES AND COURT COSTS ARISING OUT OF, OR CONNECTED WITH, OR RESULTING FROM:**

- a. GRANTEE'S PERFORMANCE OF THE CONTRACT, INCLUDING ANY NEGLIGENT ACTS OR OMISSIONS OF GRANTEE, OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR**
- b. ANY BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, RULE, OR BREACH OF CONTRACT BY GRANTEE, ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR**
- c. EMPLOYMENT OR ALLEGED EMPLOYMENT, INCLUDING CLAIMS OF DISCRIMINATION AGAINST GRANTEE, ITS OFFICERS, OR ITS AGENTS; OR**
- d. WORK UNDER THIS CONTRACT THAT INFRINGES OR MISAPPROPRIATES ANY RIGHT OF ANY THIRD PERSON OR ENTITY BASED ON COPYRIGHT, PATENT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS.**

**GRANTEE WILL COORDINATE ITS DEFENSE WITH THE SYSTEM AGENCY AND ITS COUNSEL. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING SOLELY FROM THE GROSS NEGLIGENCE OF THE SYSTEM AGENCY OR ITS EMPLOYEES. THE PROVISIONS OF THIS SECTION WILL SURVIVE TERMINATION OF THIS CONTRACT.**

#### **9.06 Assignments**

Grantee may not assign all or any portion of its rights under, interests in, or duties required under this Contract without prior written consent of the System Agency, which may be withheld or granted at the sole discretion of the System Agency. Except where otherwise agreed in writing by the System Agency, assignment will not release Grantee from its obligations under the Contract.

Grantee understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. This assignment will only be made to another State agency or a non-state agency that is contracted to perform agency support.

## **9.07 Relationship of the Parties**

Grantee is, and will be, an independent contractor and, subject only to the terms of this Contract, will have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create for the System Agency any liability whatsoever with respect to the indebtedness, liabilities, and obligations of Grantee or any other Party.

Grantee will be solely responsible for, and the System Agency will have no obligation with respect to:

- a. Payment of Grantee's employees for all Services performed;
- b. Wnsuring each of its employees, agents, or Subcontractors who provide Services or Deliverables under the Contract are properly licensed, certified, or have proper permits to perform any activity related to the Work;
- c. Withholding of income taxes, FICA, or any other taxes or fees;
- d. Industrial or workers' compensation insurance coverage;
- e. Participation in any group insurance plans available to employees of the State of Texas;
- f. Participation or contributions by the State to the State Employees Retirement System;
- g. Accumulation of vacation leave or sick leave; or
- h. Unemployment compensation coverage provided by the State.

## **9.08 Technical Guidance Letters**

In the sole discretion of the System Agency, and in conformance with federal and state law, the System Agency may issue instructions, clarifications, or interpretations as may be required during Work performance in the form of a Technical Guidance Letter. A TGL must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission. Any TGL issued by the System Agency will be incorporated into the Contract by reference herein for all purposes when it is issued.

## **9.09 Governing Law and Venue**

This Contract and the rights and obligations of the Parties hereto will be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract will be in a court of competent jurisdiction in Travis County, Texas unless otherwise elected by the System Agency. Grantee irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto. Severability

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract will be construed as if such provision did not exist and the non-enforceability of such provision will not be held to render any other provision or provisions of this Contract unenforceable.

## **9.10 Survivability**

Termination or expiration of this Contract or a Contract for any reason will not release either party from any liabilities or obligations in this Contract that the parties have expressly agreed will survive any such termination or expiration, remain to be performed, or by their nature would be intended to be applicable following any such termination or expiration, including maintaining confidentiality of information and records retention.

## **9.11 Force Majeure**

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected Party's obligation to comply with such covenant will be suspended, and the affected Party will not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure will promptly notify the other Party of the Force Majeure event in writing and, if possible, such notice will set forth the extent and duration thereof.

## **9.12 No Waiver of Provisions**

Neither failure to enforce any provision of this Contract nor payment for services provided under it constitute waiver of any provision of the Contract.

## **9.13 Publicity**

Except as provided in the paragraph below, Grantee must not use the name of, or directly or indirectly refer to, the System Agency, the State of Texas, or any other State agency in any media release, public announcement, or public disclosure relating to the Contract or its subject matter, including in any promotional or marketing materials, customer lists, or business presentations.

Grantee may publish, at its sole expense, results of Grantee performance under the Contract with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

## **9.14 Prohibition on Non-compete Restrictions**

Grantee will not require any employees or Subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

## **9.15 No Waiver of Sovereign Immunity**

Nothing in the Contract will be construed as a waiver of sovereign immunity by the System Agency.

## **9.16 Entire Contract and Modification**

The Contract constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any



additional or conflicting terms in any future document incorporated into the Contract will be harmonized with this Contract to the extent possible by the System Agency.

### **9.17 Counterparts**

This Contract may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Contract.

### **9.18 Proper Authority**

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Any Services or Work performed by Grantee before this Contract is effective or after it ceases to be effective are performed at the sole risk of Grantee with respect to compensation.

### **9.19 Employment Verification**

Grantee will confirm the eligibility of all persons employed during the contract term to perform duties within Texas and all persons, including subcontractors, assigned by the contractor to perform work pursuant to the Contract.

### **9.20 Civil Rights**

- a. Grantee agrees to comply with state and federal anti-discrimination laws, including:
  1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*);
  2. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
  3. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*);
  4. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
  5. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
  6. Food and Nutrition Act of 2008 (7 U.S.C. §2011 *et seq.*); and
  7. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.

Grantee agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.

- b. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

- c. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: [http://www.hhsc.state.tx.us/about\\_hhsc/civil-rights/brochures-posters.shtml](http://www.hhsc.state.tx.us/about_hhsc/civil-rights/brochures-posters.shtml)
- d. Grantee agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- e. Upon request, Grantee will provide HHSC Civil Rights Office with copies of all of the Grantee's civil rights policies and procedures.
- f. Grantee must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office  
701 W. 51<sup>st</sup> Street, Mail Code W206  
Austin, Texas 78751  
Phone Toll Free: (888) 388-6332  
Phone: (512) 438-4313  
TTY Toll Free: (877) 432-7232  
Fax: (512) 438-5885.

# **Attachment F – HHSC Special Conditions Version 1.0**



**Health and Human Services Commission  
Special Conditions  
Version 1.0**

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## **HHSC SPECIAL CONDITIONS**

The terms and conditions of these Special Conditions are incorporated into and made a part of the Contract. Capitalized items used in these Special Conditions and not otherwise defined have the meanings assigned to them in HHSC Uniform Terms and Conditions – Vendor, Version 2.12

### **ARTICLE I. SPECIAL DEFINITIONS**

**“Conflict of Interest”** means a set of facts or circumstances, a relationship, or other situation under which Contractor, a Subcontractor, or individual has past, present, or currently planned personal or financial activities or interests that either directly or indirectly: (1) impairs or diminishes the Contractor’s, or Subcontractor’s ability to render impartial or objective assistance or advice to the HHSC; or (2) provides the Contractor or Subcontractor an unfair competitive advantage in future HHSC procurements.

**“Contractor Agents”** means Contractor’s representatives, employees, officers, Subcontractors, as well as their employees, contractors, officers, and agents.

**“Custom Software”** means Software developed as a Deliverable or in connection with the Agreement.

**“Data Use Agreement”** means the agreement incorporated into the Contract to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information.

**“Federal Financial Participation”** is a program that allows states to receive partial reimbursement for activities that meet certain objectives of the federal government. It is also commonly referred to as the Federal Medical Assistance Percentage (FMAP).

**“Item of Noncompliance”** means Contractor’s acts or omissions that: (1) violate a provision of the Contract; (2) fail to ensure adequate performance of the Work; (3) represent a failure of Contractor to be responsive to a request of HHSC relating to the Work under the Contract.

**“Minor Administrative Change”** refers to a change to the Contract that does not increase the fees or term and done in accordance with Section 6.02 of these Special Conditions.

**“Other Confidential Information”** means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to Contractor; or that Contractor may create, receive, maintain, use, disclose or have access to on behalf of HHSC or through performance of the Work, which is not designated as Confidential Information in the Data Use Agreement.

**“Outside the United States”** means any location that is not within the territorial boundaries comprising the republic of the United States of America, including any of the 48 coterminous states in North America, the states of Alaska and Hawaii, and the District of Columbia.

**“Software”** means all operating system and applications software used or created by Contractor to perform the Work under the Contract.

**“State”** means the State of Texas and, unless otherwise indicated or appropriate, will be interpreted to mean HHSC and other agencies of the State of Texas that may participate in the administration of HHSC

Programs; provided, however, that no provision will be interpreted to include any entity other than HHSC as the contracting agency.

**“Third Party Software”** refers to software programs or plug-ins developed by companies or individuals other than Contractor which are used in performance of the Work. It does not include items which are ancillary to the performance of the Work, such as internal systems of Contractor which were deployed by Contractor prior to the Contract and not procured to perform the Work.

**“Turnover”** means the effort necessary to enable HHSC, or its designee, to effectively close out the Contract and move the Work to another vendor or to perform the Work by itself.

**“Turnover Plan”** means the written plan developed by Contractor, approved by HHSC, and to be employed when the Work described in the Contract transfers to HHSC, or its designee, from the Contractor.

**“VUTC”** means HHSC’s Uniform Terms and Conditions – Vendor, Version 2.12

**“WSD”** means the Work, Services, or Deliverables to be performed or provided under the Contract.

## ARTICLE II. GENERAL PROVISIONS

### 2.01 Controlling Order

Unless otherwise agreed, in the event of any conflict or contradiction between or among the provisions of the Contract, the provisions in the documents will control in the following order:

- a. The Signature Document;
- b. These Special Conditions;
- c. HHSC Uniform Terms and Conditions – Vendor;
- d. The Solicitation and any addendums, corrections, and clarifications; then
- e. Contractor’s Solicitation Response and any agreed to modifications.

### 2.02 Inducements

In awarding the Contract, the HHSC relies on Contractor’s assurances of the following:

- a. Contractor and its Subcontractors are established providers of the WSD described in the Solicitation and required under the Contract;
- b. Contractor and its Subcontractors have the skills, qualifications, expertise, financial resources, and experience necessary to perform the WSD in an efficient, cost-effective manner, with a high degree of quality and responsiveness.
- c. Contractor has performed similar WSD for other public or private entities;
- d. Contractor has thoroughly reviewed, analyzed, and understood the Solicitation, has timely raised all questions or objections to the Solicitation or WSD, and has had the opportunity to review and fully understand HHSC’s current program and operating environment for the activities that are the subject of the Contract and the needs and requirements of the State during the Contract term;
- e. Contractor has had the opportunity to review and understand the State’s stated objectives in entering into the Contract and, based on such review and understanding, Contractor currently has



the capability to perform the WSD in accordance with the terms and conditions of the Contract;  
and

- f. Contractor fully understands the risks associated with public health and human service programs administered by HHSC as described in the Solicitation, including the risk of non-appropriation of funds.

### **2.03 Delegation of Authority**

Whenever, by any provision of the Contract, any right, power, or duty is imposed or conferred on HHSC, the right, power, or duty so imposed or conferred is possessed and exercised by HHSC's Executive Commissioner unless such is delegated to duly appointed agents or employees of HHSC. HHSC's Executive Commissioner will reduce any delegation of authority to writing and provide a copy to Contractor on request. The authority delegated to Contractor by HHSC is limited to the terms of the Contract. Contractor may not rely upon implied authority and is not delegated authority under the Contract to:

- a. Make public policy;
- b. Promulgate, amend, or disregard administrative regulations or program policy decisions made by State and federal agencies responsible for administration of HHSC Programs; or
- c. Unilaterally communicate or negotiate with any federal or state agency or the Texas Legislature on behalf of the HHSC regarding HHSC Programs or the Contract. However, upon request and reasonable notice to the Contractor, Contractor will assist HHSC in communications and negotiations regarding the WSD under the Contract with state and federal governments.

### **2.04 Other System Agencies Participation in the Contract**

In addition to providing the WSD specified for HHSC, Contractor agrees to allow other System Agencies the option to participate in the Contract under the same terms and conditions. Each System Agency that elects to obtain WSD under this section will issue a purchase or work order to Contractor, referring to, and incorporating by reference, the terms and conditions specified in the Contract.

System Agencies have no authority to modify the terms of the Contract. However, additional System Agency terms and conditions that do not conflict with the Contract, and are acceptable to the Contractor, may be added in a purchase or work order and given effect. No additional term or condition added in a purchase or work order issued by a System Agency can conflict with or diminish a term or condition of the Contract. In the event of a conflict between a System Agency's purchase or work order and the Contract, the Contract terms control.

### **2.05 Most Favored Customer**

Contractor agrees that if during the term of the Contract, Contractor enters into any agreement with any other governmental customer, or any non-affiliated commercial customer by which it agrees to provide equivalent services at lower prices, or additional services at comparable prices, Contractor will notify HHSC within (10) business days from the date Contractor executes any such agreement. Contractor agrees, at HHSC's option, to amend the Contract to accord equivalent advantage to HHSC.

## **2.06 Assumption After Assignment**

As authorized in the VUTC, each party to whom an assignment is made must assume all or any part of Contractor's interests in the Contract, the WSD, and any documents executed with respect to the Contract, including, without limitation, the assignor's obligation for all or any portion of the purchase payments, in whole or in part.

## **2.07 Cooperation with HHSC Vendors**

At HHSC's request, Contractor will allow parties interested in responding to other HHSC solicitations to have reasonable access during normal business hours to the WSD, software, systems documentation, and site visits to the Contractor's facilities. Contractor may elect to have such parties inspecting the WSD, facilities, software or systems documentation to agree to use the information so obtained only in the State of Texas and only for the purpose of responding to the relevant HHSC solicitation.

## **2.08 Renegotiation and Reprocurement Rights**

Notwithstanding anything in the Contract to the contrary, HHSC may at any time during the term of the Contract exercise the option to notify Contractor that HHSC has elected to renegotiate certain terms of the Contract. Upon Contractor's receipt of any notice under this section, Contractor and HHSC will undertake good faith negotiations of the subject terms of the Contract.

HHSC may at any time issue solicitation instruments to other potential contractors for performance of any portion of the WSD covered by the Contract, including services similar or comparable to the WSD, performed by Contractor under the Contract. If HHSC elects to procure the WSD, or any portion thereof, from another vendor in accordance with this section, HHSC will have the termination rights set forth in the VUTC.

## **2.09 Solicitation Errors**

Contractor will not take advantage of any errors or omissions in the Solicitation or the resulting Contract. Contractor must promptly notify HHSC of any errors or omissions that are discovered. Failure to notify HHSC of any errors will constitute a waiver of those errors.

# **ARTICLE III. PROHIBITION AGAINST PERFORMANCE OUTSIDE OF THE UNITED STATES**

## **3.01 Authority**

HHSC is responsible for the development and implementation of Software and hardware to support HHSC programs, which are paid for in whole or in part with State and federal funds. Accordingly, such Software and hardware may be subject to statutory restrictions on the export of technology to foreign nations, including but not limited to the Export Administration Regulations contained in 15 C.F.R. Parts 730-774.

## **3.02 Prohibition**

Contractor agrees that, unless specifically authorized in writing by HHSC:

- (1) All WSD under this Contract, including that of Subcontracts, will be performed exclusively within the United States. This obligation includes, but is not limited to, information technology services, processing, transmission, storage, archiving, data center services, disaster recovery sites and services, customer support, medical, dental, laboratory and clinical services, services related to Custom Software, and all modifications of Custom Software, Third Party Software, or vendor proprietary software;
- (2) All information obtained by Contractor or a Subcontractor under this Contract shall be maintained within the United States; and shall not leave the United States by any means (physical or electronic) at any time; and
- (3) Contractor shall not permit any person or entity at a location Outside The United States to have remote access to any of the WSD under the Contract without HHSC's written approval.

### **3.03 Exception**

The prohibition against WSD Outside the United States does not preclude the acquisition or use of commercial off-the-shelf (COTS) software that is developed Outside the United States or hardware that is generically configured Outside the United States. The prohibition against WSD Outside the United States does not preclude Contractor from acquiring or using products or supplies that are manufactured Outside the United States, provided such products or supplies are commercially available within the United States for acquisition.

### **3.04 Remedy**

Contractor's violation of this section will constitute a material breach of the Contract. Contractor will be liable to HHSC for all damages in accordance with the Contract.

## **ARTICLE IV. CONTRACTOR PERSONNEL AND SUBCONTRACTORS**

### **4.01 Qualifications**

Contractor agrees to maintain the organizational and administrative capacity and capabilities proposed in its response to the Solicitation, as modified, to carry out all duties and responsibilities under the Contract. Contractor Agents assigned to perform the duties and responsibilities under the Contract must be and remain properly trained and qualified for the functions they are to perform. Notwithstanding the transfer or turnover of personnel, Contractor remains obligated to perform all duties and responsibilities under the Contract without degradation and in strict accordance with the terms of the Contract.

### **4.02 Conduct and Removal**

While performing the WSD under the Contract, Contractor Agents must comply with applicable Contract terms, State and federal rules, regulations, HHSC's policies, and HHSC's requests regarding personal and professional conduct; and otherwise conduct themselves in a businesslike and professional manner.

If HHSC determines in good faith that a particular Contractor Agent is not conducting himself or herself in accordance with the terms of the Contract, HHSC may provide Contractor with notice and documentation regarding its concerns. Upon receipt of such notice, Contractor must promptly investigate the matter and, at HHSC's election, take appropriate action that may include removing the Contractor Agent from

performing any WSD under the Contract and replacing the Contractor Agent with a similarly qualified individual acceptable to HHSC as soon as reasonably practicable or as otherwise agreed to by HHSC.

#### **4.03 No Authority**

Contractor Agents are not employees of HHSC or the State of Texas and are considered Contractor's employees for all purposes. Except as provided in the Contract, neither Contractor nor any of Contractor Agents may act in any sense as agents or representatives of HHSC or the State of Texas.

#### **4.04 E-Verify**

By entering into this Contract, Contractor certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

- (1) All persons employed to WSD within the State of Texas, during the term of the Contract; and
- (2) All Contractor Agents assigned by Contractor to perform WSD pursuant to the Contract, within the United States of America.

#### **4.05 Subcontractors Not Identified in the Solicitation Response**

Prior to entering into a Subcontract, Contractor must identify any Subcontractor that is a newly-formed subsidiary or entity, whether or not an affiliate of Contractor, substantiate the proposed Subcontractor's ability to perform the subcontracted WSD, and certify to HHSC that no loss of WSD will occur as a result of the performance of such Subcontractor.

At HHSC's request, prior to executing a Subcontract with a value greater than \$100,000.00, Contractor must submit a copy of the Subcontract to HHSC for review and approval. HHSC reserves the right to:

- (1) Reject the Subcontract or require changes to any provisions that do not comply with the requirements, duties, or responsibilities of the Contract or that create significant barriers for HHSC to monitor compliance with the Contract;
- (2) Object to the selection of the Subcontractor; or
- (3) Object to the subcontracting of the WSD proposed to be subcontracted.

### **ARTICLE V. PERFORMANCE**

#### **5.01 Measurement**

Satisfactory performance of the Contract, unless otherwise specified in the Contract, will be measured by:

- (1) Compliance with Contract requirements, including all representations and warranties;
- (2) Compliance with the WSD requested in the Solicitation and WSD proposed by Contractor in its response to the Solicitation and approved by HHSC;
- (3) Delivery of WSD in accordance with the service levels proposed by Contractor in the Solicitation Response as accepted by HHSC;
- (4) Results of audits, inspections, or quality checks performed by the HHSC or its designee;

- (5) Timeliness, completeness, and accuracy of WSD; and
- (6) Achievement of specific performance measures and incentives as applicable.

## ARTICLE VI. AMENDMENTS AND MODIFICATIONS

### 6.01 Formal Procedure

No different or additional WSD or contractual obligations will be authorized or performed unless contemplated within the Scope of Work and memorialized in an amendment or modification of the Contract that is executed in compliance with this Article. No waiver of any term, covenant, or condition of the Contract will be valid unless executed in compliance with this Article. Contractor will not be entitled to payment for WSD that is not authorized by a properly executed Contract amendment or modification, or through the express written authorization of HHSC.

Any changes to the Contract that results in a change to either the term, fees, or significantly impacting the obligations of the parties to the Contract must be effectuated by a formal Amendment to the Contract. Such Amendment must be signed by the appropriate and duly authorized representative of each party in order to have any effect.

### 6.02 Minor Administrative Changes

HHSC's designee, referred to as the Contract Manager, Project Sponsor, or other equivalent, in the Contract, is authorized to provide written approval of mutually agreed upon Minor Administrative Changes to the WSD or the Contract that do not increase the fees or term. Changes that increase the fees or term must be accomplished through the formal amendment procedure, as set forth in Section 6.01 of these Special Conditions. Upon approval of a Minor Administrative Change, HHSC and Contractor will maintain written notice that the change has been accepted in their Contract files.

### 6.03 Technical Guidance Letters

Notwithstanding anything to the contrary in the Contract, Technical Guidance Letters ("TGL") as provided by the VUTC will not act as an Amendment or modification to the Contract to the extent such affect price or term of the Contract. Such TGLs are interpretive and instructional only and are not authorized to extend the term, modify the fees or other payment arrangements, increase the Contract total value, or materially change the substance of the WSD.

## ARTICLE VII. AUDITS AND RECORDS

### 7.01 Record Retention

Contractor will comply with the records retention schedule approved by the Texas State Library and Archives Commission, unless a longer period is specified in the Contract. Contractor acknowledges that such schedule may be amended or modified from time to time and agrees to give any such modification or amendment full effect. The current approved schedule is published at <https://www.tsl.texas.gov/sites/default/files/public/tslac/slrn/state/schedules/529.PDF>. It is Contractor's

responsibility to monitor the Texas State Library and Archives Commission's approval of HHSC's record retention schedules.

#### **7.02 Access and Accommodation**

In providing the access required by the VUTC for records and audits, Contractor will provide access to records, books, and documents in reasonable comfort and will provide any furnishings, equipment, or other conveniences necessary to enable complete and unfettered access to records, books, and documents to HHSC and any of its duly authorized representatives, as well as duly authorized federal, state or local authorities. Contractor will require Contractor Agents to provide comparable accommodations. Upon request, Contractor will provide copies of records, books, and documents free of charge to HHSC and any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, including those the entities described in the VUTC.

The access and accommodations set forth in this section will also be provided for Software and equipment used in the performance of the WSD. Contractor will provide reasonable assistance that this section requires to auditors and/or inspectors to complete any audits or inspections related to the WSD.

Contractor will include this section concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

#### **7.03 Response to Audits or Inspection Findings**

Contractor will take all action to ensure it, or a Contractor Agent, complies with any finding of noncompliance relating to the WSD or any other deficiency contained in any audit, review, or inspection conducted under the Contract. Contractor will bear the expense of compliance with any finding of noncompliance under the Contract that is:

- (1) Required by a Texas or federal law, regulation, rule or other audit requirement relating to Contractor's business;
- (2) Performed by Contractor as part of the WSD; or
- (3) Necessary due to Contractor's noncompliance with any law, regulation, rule or audit requirement imposed on Contractor.

### **ARTICLE VIII. PAYMENT**

#### **8.01 Duty to Make Payment**

HHSC will be relieved of its obligation to make any payments to Contractor until such time as any and all set-off amounts have been credited to HHSC. If HHSC disputes payment of all or any portion of an invoice from Contractor, HHSC will notify the Contractor of the dispute and both Parties will attempt in good faith to resolve the dispute in accordance with these Special Conditions. HHSC will not be required to pay any disputed portion of a Contractor invoice unless, and until, the dispute is resolved. Notwithstanding any such dispute, Contractor will continue to perform the WSD in compliance with the terms of the Contract pending resolution of such dispute so long as all undisputed amounts continue to be paid to Contractor.

## **ARTICLE IX. CONFIDENTIALITY**

### **9.01 Requests for Public Information**

HHSC will, as permitted by law and as practicable considering HHSC's resources, notify Contractor of a request for disclosure of public information related to the Contract filed in accordance with the Texas Public Information Act, Texas Government Code Chapter 552 ("PIA"). In the event Contractor believes the requested information should be protected under the PIA, Contractor will comply with PIA requirements pertaining to that information and will provide HHSC with copies of all such documentation required to support its request for nondisclosure. Contractor must make public information not otherwise excepted from disclosure under the PIA available to HHSC at no additional charge to HHSC.

To the extent authorized under the PIA, HHSC will safeguard from disclosure information received from Contractor that Contractor believes to be confidential. Contractor must clearly mark each page of such information as "Contractor Confidential Information" and provide written notice to HHSC that it considers the information confidential in accordance with the PIA. Contractor's designation or marking of information in this manner does not act, and should not be construed, as an agreement or other consent by HHSC that such information is actually confidential pursuant to the PIA.

### **9.02 Consultant Disclosure**

Contractor agrees that any consultant reports received by HHSC in connection with the Contract may be distributed by HHSC, in its discretion, to any other state agency and the Texas legislature. Any distribution may include posting on HHSC's website or the website of a standing committee of the Texas Legislature.

### **9.03 Other Confidential Information**

HHSC prohibits the unauthorized disclosure of Other Confidential Information. Contractor and all Contractor Agents will not disclose or use any Other Confidential Information in any manner except as is necessary for the WSD or the proper discharge of obligations and securing of rights under the Contract. Contractor will have a system in effect to protect Other Confidential Information. Any disclosure or transfer of Other Confidential Information by Contractor, including information requested to do so by HHSC, will be in accordance with the Contract. If Contractor receives a request for Other Confidential Information, Contractor will immediately notify HHSC of the request, and will make reasonable efforts to protect the Other Confidential Information from disclosure until further instructed by the HHSC.

Contractor will notify HHSC promptly of any unauthorized possession, use, knowledge, or attempt thereof, of any Other Confidential Information by any person or entity that may become known to Contractor. Contractor will furnish to HHSC all known details of the unauthorized possession, use, or knowledge, or attempt thereof, and use reasonable efforts to assist HHSC in investigating or preventing the reoccurrence of any unauthorized possession, use, or knowledge, or attempt thereof, of Other Confidential Information.

HHSC will have the right to recover from Contractor all damages and liabilities caused by or arising from Contractor or Contractor Agents' failure to protect HHSC's Confidential Information as required by this section.

**IN COORDINATION WITH THE INDEMNITY PROVISIONS CONTAINED IN THE VUTC, CONTRACTOR WILL INDEMNIFY AND HOLD HARMLESS HHSC FROM ALL DAMAGES, COSTS, LIABILITIES, AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES**

**AND COSTS) CAUSED BY OR ARISING FROM CONTRACTOR OR CONTRACTOR AGENTS FAILURE TO PROTECT OTHER CONFIDENTIAL INFORMATION. CONTRACTOR WILL FULFILL THIS PROVISION WITH COUNSEL APPROVED BY HHSC.**

## **ARTICLE X. DISPUTES AND REMEDIES**

### **10.01 Agreement of the Parties**

The Parties agree that the interests of fairness, efficiency, and good business practices are best served when the Parties employ all reasonable and informal means to resolve any dispute under the Contract before resorting to formal dispute resolution processes otherwise provided in the Contract. The Parties will use all reasonable and informal means of resolving disputes prior to invoking a remedy provided elsewhere in the Contract, unless HHSC immediately terminates the Contract in accordance with the terms and conditions of the Contract.

Any dispute, that in the judgment of any Party to the Agreement, may materially affect the performance of any Party will be reduced to writing and delivered to the other Party within 10 business days after the dispute arises. The Parties must then negotiate in good faith and use every reasonable effort to resolve the dispute at the managerial or executive levels prior to initiating formal proceedings pursuant to the VUTC and Texas Government Code §2260, unless a Party has reasonably determined that a negotiated resolution is not possible and has so notified the other Party. The resolution of any dispute disposed of by agreement between the Parties will be reduced to writing and delivered to all Parties within 10 business days of such resolution.

### **10.02 Operational Remedies**

The remedies described in this section may be used or pursued by HHSC in the context of the routine operation of the Contract and are directed to Contractor's timely and responsive performance of the WSD as well as the creation of a flexible and responsive relationship between the Parties. Contractor agrees that HHSC may pursue operational remedies for Items of Noncompliance with the Contract. At any time, and at its sole discretion, HHSC may impose or pursue one or more said remedies for each Item of Noncompliance. HHSC will determine operational remedies on a case-by-case basis which include, but are not, limited to:

- 1) Requesting a detailed Corrective Action Plan, subject to HHSC approval, to correct and resolve a deficiency or breach of the Contract;
- 2) Require additional or different corrective action(s) of HHSC's choice;
- 3) Suspension of all or part of the Contract or WSD;
- 4) Prohibit Contractor from incurring additional obligations under the Contract;
- 5) Issue stop Work Orders;
- 6) Assessment of liquidated damages as provided in the Contract;
- 7) Accelerated or additional monitoring;
- 8) Withholding of payments; and
- 9) Additional and more detailed programmatic and financial reporting.

HHSC's pursuit or non-pursuit of an operational remedy does not constitute a waiver of any other remedy that HHSC may have at law or equity; excuse Contractor's prior substandard performance, relieve



Contractor of its duty to comply with performance standards, or prohibit HHSC from assessing additional operational remedies or pursuing other appropriate remedies for continued substandard performance.

HHSC will provide notice to Contractor of the imposition of an operational remedy in accordance with this section, with the exception of accelerated monitoring, which may be unannounced. HHSC may require Contractor to file a written response as part of the operational remedy approach.

### **10.03 Equitable Remedies**

Contractor acknowledges that if, Contractor breaches, attempts, or threatens to breach, any obligation under the Contract, the State will be irreparably harmed. In such a circumstance, the State may proceed directly to court notwithstanding any other provision of the Contract. If a court of competent jurisdiction finds that Contractor breached, attempted, or threatened to breach any such obligations, Contractor will not oppose the entry of an order compelling performance by Contractor and restraining it from any further breaches, attempts, or threats of breach without a further finding of irreparable injury or other conditions to injunctive relief.

### **10.04 Continuing Duty to Perform**

Neither the occurrence of an event constituting an alleged breach of contract, the pending status of any claim for breach of contract, nor the application of an operational remedy, is grounds for the suspension of performance, in whole or in part, by Contractor of the WSD or any duty or obligation with respect to the Contract.

## **ARTICLE XI. DAMAGES**

### **11.01 Availability and Assessment**

HHSC will be entitled to actual, direct, indirect, incidental, special, and consequential damages resulting from Contractor's failure to comply with any of the terms of the Contract. In some cases, the actual damage to HHSC as a result of Contractor's failure to meet the responsibilities or performance standards of the Contract are difficult or impossible to determine with precise accuracy. Therefore, if provided in the Contract, liquidated damages may be assessed against Contractor for failure to meet any aspect of the WSD or responsibilities of the Contractor. HHSC may elect to collect liquidated damages:

- 1) Through direct assessment and demand for payment to Contractor; or
- 2) By deducting the amounts assessed as liquidated damages against payments owed to Contractor for Work performed. In its sole discretion, HHSC may deduct amounts assessed as liquidated damages as a single lump sum payment or as multiple payments until the full amount payable by the Contractor is received by the HHSC.

### **11.02 Specific Items of Liability**

Contractor bears all risk of loss or damage due to defects in the WSD, unfitness or obsolescence of the WSD, or the negligence or intentional misconduct of Contractor or Contractor Agents. Contractor will ship all equipment and Software purchased and Third Party Software licensed under the Contract, freight prepaid, FOB HHSC's destination. The method of shipment will be consistent with the nature of the items shipped and applicable hazards of transportation to such items. Regardless of FOB point, Contractor bears

all risks of loss, damage, or destruction of the WSD, in whole or in part, under the Contract that occurs prior to acceptance by HHSC. After acceptance by HHSC, the risk of loss or damage will be borne by HHSC; however, Contractor remains liable for loss or damage attributable to Contractor's fault or negligence.

Contractor will protect HHSC's real and personal property from damage arising from Contractor or Contractor Agents performance of the Contract, and Contractor will be responsible for any loss, destruction, or damage to HHSC's property that results from or is caused by Contractor or Contractor Agents' negligent or wrongful acts or omissions. Upon the loss of, destruction of, or damage to any property of HHSC, Contractor will notify HHSC thereof and, subject to direction from HHSC or its designee, will take all reasonable steps to protect that property from further damage. Contractor agrees, and will require Contractor Agents, to observe safety measures and proper operating procedures at HHSC sites at all times. Contractor will immediately report to the HHSC any special defect or an unsafe condition it encounters or otherwise learns about.

**IN COORDINATION WITH THE INDEMNITY PROVISIONS CONTAINED IN THE VUTC, CONTRACTOR WILL BE SOLELY RESPONSIBLE FOR ALL COSTS INCURRED THAT ARE ASSOCIATED WITH INDEMNIFYING THE STATE OF TEXAS OR HHSC WITH RESPECT TO INTELLECTUAL, REAL AND PERSONAL PROPERTY. ADDITIONALLY, HHSC RESERVES THE RIGHT TO APPROVE COUNSEL SELECTED BY CONTRACTOR TO DEFEND HHSC OR THE STATE OF TEXAS AS REQUIRED UNDER THIS SECTION.**

## ARTICLE XII. **TURNOVER**

### 12.01 **Turnover Plan**

HHSC may require Contractor to develop a Turnover Plan at any time during the term of the Contract in HHSC's sole discretion. Contractor must submit the Turnover Plan to HHSC for review and approval. The Turnover Plan must describes Contractor's policies and procedures that will ensure:

- 1) The least disruption in the delivery the WSD during Turnover to HHSC or its designee; and
- 2) Full cooperation with HHSC or its designee in transferring the WSD and the obligations of the Contract.

### 12.02 **Turnover Assistance**

Contractor will provide any assistance and actions reasonably necessary to enable HHSC or its designee to effectively close out the Contract and transfer the WSD and the obligations of the Contract to another vendor or to perform the WSD by itself. Contractor agrees that this obligation survives the termination, regardless of whether for cause or convenience, or the expiration of the Contract and remains in effect until completed to the satisfaction of HHSC.

## **ARTICLE XIII. ADDITIONAL LICENSE AND OWNERSHIP PROVISIONS**

### **13.01 HHSC Additional Rights**

HHSC will have ownership and unlimited rights to use, disclose, duplicate, or publish all information and data developed, derived, documented, or furnished by Contractor under or resulting from the Contract. Such data will include all results, technical information, and materials developed for or obtained by HHSC from Contractor in the performance of the WSD. If applicable, Contractor will reproduce and include HHSC's copyright, proprietary notice, or any product identifications provided by Contractor.

### **13.02 Third Party Software**

Contractor grants HHSC a non-exclusive, perpetual, license for HHSC to use Third Party Software and its associated documentation for its internal business purposes. HHSC will be entitled to use Third Party Software on the equipment or any replacement equipment used by HHSC, and with any replacement Third Party Software chosen by HHSC, without additional expense.

Terms in any licenses for Third Party Software will be consistent with the requirements of this section. Prior to utilizing any Third Party Software product not identified in the Solicitation Response, Contractor will provide HHSC copies of the license agreement from the licensor of the Third Party Software to allow HHSC to, in its discretion, object to the license agreement that must, at a minimum, provide HHSC with necessary rights consistent with the short and long-term goals of the Contract. Contractor will assign to HHSC all licenses for the Third Party Software as necessary to carry out the intent of this section.

Contractor will, during the Contract, maintain any and all Third Party Software at their most current version or no more than one version back from the most current version. However, Contractor will not maintain any Third Party Software versions, including one version back, if notified by HHSC that any such version would prevent HHSC from using any functions, in whole or in part, of HHSC systems or would cause deficiencies in HHSC systems.

### **13.03 Software and Ownership Rights.**

In accordance with 45 C.F.R. Part 95.617, all appropriate federal agencies will have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, translate, or otherwise use, and to authorize others to use for government purposes all WSD, materials, Custom Software and modifications thereof, source code, associated documentation designed, developed, or installed with Federal Financial Participation under the Contract, including but not limited to those materials covered by copyright.

## **ARTICLE XIV. MISCELLANEOUS PROVISIONS**

### **14.01 Ability to Perform**

In conjunction with the Permitting and Licensure requirements contained in the VUTC, Contractor must remain in good standing with all regulatory agencies throughout the term of the Contract. Failure to remain in good standing with all regulatory agencies constitutes a material breach of Contract. Contractor must maintain the financial resources to fund the capital expenditures required under the Contract without advances by HHSC or assignment of any payments by the HHSC to a financing source.

#### **14.02 Continuing Duty to Disclose**

Contractor acknowledges its continuing obligation to comply with the requirements of any affirmation or certification contained in the Contract, and will immediately notify HHSC of any changes in circumstances affecting those certifications.

#### **14.03 Conflicts of Interest**

Contractor warrants to the best of its knowledge and belief, except to the extent already disclosed to HHSC, there are no facts or circumstances that could give rise to a Conflict of Interest and further that Contractor or Contractor Agents have no interest and will not acquire any direct or indirect interest that would conflict in any manner or degree with their performance under the Contract. Contractor will, and require Contractor Agents, to establish safeguards to prohibit Contract Agents from using their positions for a purpose that constitutes or presents the appearance of personal or organizational Conflict of Interest, or for personal gain. Contractor and Contractor Agents will operate with complete independence and objectivity without actual, potential or apparent Conflict of Interest with respect to the activities conducted under the Contract.

Contractor agrees that, if after Contractor's execution of the Contract, Contractor discovers or is made aware of a Conflict of Interest, Contractor will immediately and fully disclose such interest in writing to HHSC. In addition, Contractor will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Contractor or by HHSC as a potential conflict. HHSC reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Contractor agrees to abide by HHSC's decision.

If HHSC determines that Contractor was aware of a Conflict of Interest and did not disclose the conflict to HHSC, such nondisclosure will be considered a material breach of the Contract. Furthermore, such breach may be submitted to the Office of the Attorney General, Texas Ethics Commission, or appropriate State or federal law enforcement officials for further action.

#### **14.04 Flow Down Provisions**

Contractor must include any applicable provisions of the Contract in all subcontracts based on the scope and magnitude of work to be performed by such Subcontractor. Any necessary terms will be modified appropriately to preserve the State's rights under the Contract.

#### **14.05 Recruitment Prohibition**

Contractor will not retain, without HHSC written consent, any person or entity utilized by HHSC in the development of the Solicitation or who participated in the selection of the Contractor for the Contract. Contractor will not recruit or employ any HHSC personnel who have worked on projects relating to the subject matter of the Contract, or who have had any influence on decisions affecting the subject matter of the Contract, for two (2) years following the completion of the Contract.

#### **14.06 Manufacturer's Warranties**

Contractor assigns to HHSC all of the manufacturers' warranties and indemnities relating to the WSD, including without limitation, Third Party Software, to the extent Contractor is permitted by the manufacturers to make such assignments to HHSC.

#### **14.07 Cooperation with HHSC Designees**

Contractor will cooperate with and work with State and federal agencies, other State contractors, subcontractors and third-party representatives as required by the WSD or requested by HHSC. Contractor personnel will cooperate at no charge to HHSC for purposes relating to the WSD. This cooperation specifically includes, but is not limited to:

- (1) The investigation and prosecution of fraud, abuse, and waste in the HHSC programs;
- (2) Audit, inspection, or other investigative purposes; and
- (3) Testimony in judicial or quasi-judicial proceedings relating to the Contract or other delivery of information requested by the HHSC or other agencies' investigators or legal staff.

#### **14.08 Notice of Litigation or Contract Action**

Contractor will notify HHSC of any litigation or legal matter related to or affecting the Contract within seven calendar days of becoming aware of the litigation or legal matter. Contractor will also notify HHSC if Contractor has had any contract suspended or terminated for cause by any local, state or federal department or agency or nonprofit entity within seven calendar days of such event. The notification required under this section will contain information sufficient for HHSC to independently confirm the action and to take appropriate actions.

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# **Attachment G – State Assurances**

## **State Assurances**

- (a) Scope. In addition to federal requirements, state law requires a number of assurances from applicants for federal pass-through or other state-appropriated funds.
- (1) A subgrantee must comply with Texas Government Code, Chapter 551, Vernon's 1994, which requires all regular, special or called meeting of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
  - (2) No health and human services agency or public safety or law enforcement agency may contract with or issue a license, certificate or permit to the owner, operator or administrator of a facility if the license, permit or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
  - (3) When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and local subrecipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met.
  - (4) A subgrantee must comply with the Texas Family Code, Section 261.101 which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Family and Protective Services. Subgrantees shall also ensure that all program personnel are properly trained and aware of this requirement.
  - (5) Subgrantees will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protections Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA. (EO 11738).
  - (6) The applicant must certify that they are not debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs.
  - (7) Subgrantees must adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

# **Attachment H – Federal Assurances**



## ASSURANCES - NON-CONSTRUCTION PROGRAMS

**Note:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standard or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standard for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685- 1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to non- discrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to

all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333), regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetland pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance. 16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

# **Attachment I – DUA**

**DATA USE AGREEMENT  
BETWEEN THE  
TEXAS HEALTH AND HUMAN SERVICES ENTERPRISE  
AND  
\_\_\_\_\_ (“CONTRACTOR”)**

This Data Use Agreement (“DUA”), effective as of the Base Contract (“Effective Date”), is entered into by and between the Texas Health and Human Services Enterprise agency \_\_\_\_\_ (“HHS”) and \_\_\_\_\_ (“CONTRACTOR”), and incorporated into the terms of HHS Contract No. 529-16-0132-00006 in Travis County, Texas (the “Base Contract”).

**ARTICLE 1. PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE**

The purpose of this DUA is to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information with CONTRACTOR, and describe CONTRACTOR’s rights and obligations with respect to the Confidential Information and the limited purposes for which the CONTRACTOR may create, receive, maintain, use, disclose or have access to Confidential Information. **45 CFR 164.504(e)(1)-(3)** This DUA also describes HHS’s remedies in the event of CONTRACTOR’s noncompliance with its obligations under this DUA. This DUA applies to both Business Associates and contractors who are not Business Associates who create, receive, maintain, use, disclose or have access to Confidential Information on behalf of HHS, its programs or clients as described in the Base Contract.

As of the Effective Date of this DUA, if any provision of the Base Contract, including any General Provisions or Uniform Terms and Conditions, conflicts with this DUA, this DUA controls.

**ARTICLE 2. DEFINITIONS**

For the purposes of this DUA, **capitalized, underlined terms have the meanings set forth in the following:** Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (42 U.S.C. §1320d, *et seq.*) and regulations thereunder in 45 CFR Parts 160 and 164, including all amendments, regulations and guidance issued thereafter; The Social Security Act, including Section 1137 (42 U.S.C. §§ 1320b-7), Title XVI of the Act; The Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a and regulations and guidance thereunder; Internal Revenue Code, Title 26 of the United States Code and regulations and publications adopted under that code, including IRS Publication 1075; OMB Memorandum 07-18; Texas Business and Commerce Code Ch. 521; Texas Government Code, Ch. 552, and Texas Government Code §2054.1125. In addition, the following terms in this DUA are defined as follows:

“**Authorized Purpose**” means the specific purpose or purposes described in the Scope of Work of the Base Contract for CONTRACTOR to fulfill its obligations under the Base Contract, or any other purpose expressly authorized by HHS in writing in advance.

“**Authorized User**” means a Person:

- (1) Who is authorized to create, receive, maintain, have access to, process, view, handle, examine, interpret, or analyze Confidential Information pursuant to this DUA;
- (2) For whom CONTRACTOR warrants and represents has a demonstrable need to create, receive, maintain, use, disclose or have access to the Confidential Information; and
- (3) Who has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information as required by this DUA.

**“Confidential Information”** means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to CONTRACTOR or that CONTRACTOR may create, receive, maintain, use, disclose or have access to on behalf of HHS that consists of or includes any or all of the following:

- (1) Client Information;
- (2) Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information;
- (3) Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 521;
- (4) Federal Tax Information;
- (5) Personally Identifiable Information;
- (6) Social Security Administration Data, including, without limitation, Medicaid information;
- (7) All privileged work product;
- (8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

**“Legally Authorized Representative”** of the Individual, as defined by Texas law, including as provided in 45 CFR 435.923 (Medicaid); 45 CFR 164.502(g)(1) (HIPAA); Tex. Occ. Code § 151.002(6); Tex. H. & S. Code § 166.164; Estates Code Ch. 752 and Texas Prob. Code § 3.

### **ARTICLE 3. CONTRACTOR'S DUTIES REGARDING CONFIDENTIAL INFORMATION**

#### **Section 3.01    *Obligations of CONTRACTOR***

CONTRACTOR agrees that:

(A) CONTRACTOR will exercise reasonable care and no less than the same degree of care CONTRACTOR uses to protect its own confidential, proprietary and trade secret information to prevent any portion of the Confidential Information from being used in a manner that is not expressly an Authorized Purpose under this DUA or as Required by Law. **45 CFR 164.502(b)(1); 45 CFR 164.514(d)**

(B) CONTRACTOR will not, without HHS's prior written consent, disclose or allow access to any portion of the Confidential Information to any Person or other entity, other than Authorized User's Workforce or Subcontractors of CONTRACTOR who have completed training in confidentiality, privacy, security and the importance of promptly reporting any Event or Breach to CONTRACTOR's management, to carry out the Authorized Purpose or as Required by Law.

HHS, at its election, may assist CONTRACTOR in training and education on specific or unique HHS processes, systems and/or requirements. CONTRACTOR will produce evidence of completed training to HHS upon request. **45 C.F.R. 164.308(a)(5)(i); Texas Health & Safety Code §181.101**

(C) CONTRACTOR will establish, implement and maintain appropriate sanctions against any member of its Workforce or Subcontractor who fails to comply with this DUA, the Base Contract or applicable law. CONTRACTOR will maintain evidence of sanctions and produce it to HHS upon request. **45 C.F.R. 164.308(a)(1)(ii)(C); 164.530(e); 164.410(b); 164.530(b)(1)**

(D) CONTRACTOR will not, without prior written approval of HHS, disclose or provide access to any Confidential Information on the basis that such act is Required by Law without notifying HHS so that HHS may have the opportunity to object to the disclosure or access and seek appropriate

relief. If HHS objects to such disclosure or access, CONTRACTOR will refrain from disclosing or providing access to the Confidential Information until HHS has exhausted all alternatives for relief. **45 CFR 164.504(e)(2)(ii)(A)**

(E) CONTRACTOR will not attempt to re-identify or further identify Confidential Information or De-identified Information, or attempt to contact any Individuals whose records are contained in the Confidential Information, except for an Authorized Purpose, without express written authorization from HHS or as expressly permitted by the Base Contract. **45 CFR 164.502(d)(2)(i) and (ii)** CONTRACTOR will not engage in prohibited marketing or sale of Confidential Information. **45 CFR 164.501, 164.508(a)(3) and (4); Texas Health & Safety Code Ch. 181.002**

(F) CONTRACTOR will not permit, or enter into any agreement with a Subcontractor to, create, receive, maintain, use, disclose, have access to or transmit Confidential Information, on behalf of CONTRACTOR without requiring that Subcontractor first execute the Form Subcontractor Agreement, Attachment 1, which ensures that the Subcontractor will comply with the identical terms, conditions, safeguards and restrictions as contained in this DUA for PHI and any other relevant Confidential Information and which permits more strict limitations; and **45 CFR 164.502(e)(1)(1)(ii); 164.504(e)(1)(i) and (2)**

(G) CONTRACTOR is directly responsible for compliance with, and enforcement of, all conditions for creation, maintenance, use, disclosure, transmission and Destruction of Confidential Information and the acts or omissions of Subcontractors as may be reasonably necessary to prevent unauthorized use. **45 CFR 164.504(e)(5); 42 CFR 431.300, et seq.**

(H) If CONTRACTOR maintains PHI in a Designated Record Set, CONTRACTOR will make PHI available to HHS in a Designated Record Set or, as directed by HHS, provide PHI to the Individual, or Legally Authorized Representative of the Individual who is requesting PHI in compliance with the requirements of the HIPAA Privacy Regulations. CONTRACTOR will make other Confidential Information in CONTRACTOR's possession available pursuant to the requirements of HIPAA or other applicable law upon a determination of a Breach of Unsecured PHI as defined in HIPAA. **45 CFR 164.524 and 164.504(e)(2)(ii)(E)**

(I) CONTRACTOR will make PHI as required by HIPAA available to HHS for amendment and incorporate any amendments to this information that HHS directs or agrees to pursuant to the HIPAA. **45 CFR 164.504(e)(2)(ii)(E) and (F)**

(J) CONTRACTOR will document and make available to HHS the PHI required to provide access, an accounting of disclosures or amendment in compliance with the requirements of the HIPAA Privacy Regulations. **45 CFR 164.504(e)(2)(ii)(G) and 164.528**

(K) If CONTRACTOR receives a request for access, amendment or accounting of PHI by any Individual subject to this DUA, it will promptly forward the request to HHS; however, if it would violate HIPAA to forward the request, CONTRACTOR will promptly notify HHS of the request and of CONTRACTOR's response. Unless CONTRACTOR is prohibited by law from forwarding a request, HHS will respond to all such requests, unless HHS has given prior written consent for CONTRACTOR to respond to and account for all such requests. **45 CFR 164.504(e)(2)**

(L) CONTRACTOR will provide, and will cause its Subcontractors and agents to provide, to HHS periodic written certifications of compliance with controls and provisions relating to information privacy, security and breach notification, including without limitation information related to data transfers and the handling and disposal of Confidential Information. **45 CFR 164.308; 164.530(c); 1 TAC 202**

(M) Except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, CONTRACTOR may use or disclose PHI for the proper management and

administration of CONTRACTOR or to carry out CONTRACTOR's legal responsibilities if: **45 CFR 164.504(e)(ii)(I)(A)**

(1) Disclosure is Required by Law, provided that CONTRACTOR complies with Section 3.01(D);

(2) CONTRACTOR obtains reasonable assurances from the Person to whom the information is disclosed that the Person will:

(a) Maintain the confidentiality of the Confidential Information in accordance with this DUA;

(b) Use or further disclose the information only as Required by Law or for the Authorized Purpose for which it was disclosed to the Person; and

(c) Notify CONTRACTOR in accordance with Section 4.01 of any Event or Breach of Confidential Information of which the Person discovers or should have discovered with the exercise of reasonable diligence. **45 CFR 164.504(e)(4)(ii)(B)**

(N) Except as otherwise limited by this DUA, CONTRACTOR will, if requested by HHS, use PHI to provide data aggregation services to HHS, as that term is defined in the HIPAA, 45 C.F.R. §164.501 and permitted by HIPAA. **45 CFR 164.504(e)(2)(i)(B)**

(O) CONTRACTOR will, on the termination or expiration of this DUA or the Base Contract, at its expense, return to HHS or Destroy, at HHS's election, and to the extent reasonably feasible and permissible by law, all Confidential Information received from HHS or created or maintained by CONTRACTOR or any of CONTRACTOR's agents or Subcontractors on HHS's behalf if that data contains Confidential Information. CONTRACTOR will certify in writing to HHS that all the Confidential Information that has been created, received, maintained, used by or disclosed to CONTRACTOR, has been Destroyed or returned to HHS, and that CONTRACTOR and its agents and Subcontractors have retained no copies thereof. Notwithstanding the foregoing, CONTRACTOR acknowledges and agrees that it may not Destroy any Confidential Information if federal or state law, or HHS record retention policy or a litigation hold notice prohibits such Destruction. If such return or Destruction is not reasonably feasible, or is impermissible by law, CONTRACTOR will immediately notify HHS of the reasons such return or Destruction is not feasible, and agree to extend indefinitely the protections of this DUA to the Confidential Information and limit its further uses and disclosures to the purposes that make the return of the Confidential Information not feasible for as long as CONTRACTOR maintains such Confidential Information. **45 CFR 164.504(e)(2)(ii)(J)**

(P) CONTRACTOR will create, maintain, use, disclose, transmit or Destroy Confidential Information in a secure fashion that protects against any reasonably anticipated threats or hazards to the security or integrity of such information or unauthorized uses. **45 CFR 164.306; 164.530(c)**

(Q) If CONTRACTOR accesses, transmits, stores, and/or maintains Confidential Information, CONTRACTOR will complete and return to HHS at [infosecurity@hhsc.state.tx.us](mailto:infosecurity@hhsc.state.tx.us) the HHS information security and privacy initial inquiry (SPI) at Attachment 2. The SPI identifies basic privacy and security controls with which CONTRACTOR must comply to protect HHS Confidential Information. CONTRACTOR will comply with periodic security controls compliance assessment and monitoring by HHS as required by state and federal law, based on the type of Confidential Information CONTRACTOR creates, receives, maintains, uses, discloses or has access to and the Authorized Purpose and level of risk. CONTRACTOR's security controls will be based on the National Institute of Standards and Technology (NIST) Special Publication 800-53. CONTRACTOR will update its security controls assessment whenever there are significant changes in security controls for HHS Confidential Information and will provide the updated document to HHS. HHS also reserves the right to request updates as needed to satisfy state and federal monitoring requirements. **45 CFR 164.306**

(R) CONTRACTOR will establish, implement and maintain any and all appropriate procedural, administrative, physical and technical safeguards to preserve and maintain the confidentiality, integrity, and availability of the Confidential Information, and with respect to PHI, as described in the HIPAA Privacy and Security Regulations, or other applicable laws or regulations relating to Confidential Information, to prevent any unauthorized use or disclosure of Confidential Information as long as CONTRACTOR has such Confidential Information in its actual or constructive possession. **45 CFR 164.308 (administrative safeguards); 164.310 (physical safeguards); 164.312 (technical safeguards); 164.530(c)(privacy safeguards)**

(S) CONTRACTOR will designate and identify, subject to HHS approval, a Person or Persons, as Privacy Official **45 CFR 164.530(a)(1)** and Information Security Official, each of whom is authorized to act on behalf of CONTRACTOR and is responsible for the development and implementation of the privacy and security requirements in this DUA. CONTRACTOR will provide name and current address, phone number and e-mail address for such designated officials to HHS upon execution of this DUA and prior to any change. **45 CFR 164.308(a)(2)**

(T) CONTRACTOR represents and warrants that its Authorized Users each have a demonstrated need to know and have access to Confidential Information solely to the minimum extent necessary to accomplish the Authorized Purpose pursuant to this DUA and the Base Contract, and further, that each has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information contained in this DUA. **45 CFR 164.502; 164.514(d)**

(U) CONTRACTOR and its Subcontractors will maintain an updated, complete, accurate and numbered list of Authorized Users, their signatures, titles and the date they agreed to be bound by the terms of this DUA, at all times and supply it to HHS, as directed, upon request.

(V) CONTRACTOR will implement, update as necessary, and document reasonable and appropriate policies and procedures for privacy, security and Breach of Confidential Information and an incident response plan for an Event or Breach, to comply with the privacy, security and breach notice requirements of this DUA prior to conducting work under the DUA. **45 CFR 164.308; 164.316; 164.514(d); 164.530(i)(1)**

(W) CONTRACTOR will produce copies of its information security and privacy policies and procedures and records relating to the use or disclosure of Confidential Information received from, created by, or received, used or disclosed by CONTRACTOR on behalf of HHS for HHS's review and approval within 30 days of execution of this DUA and upon request by HHS the following business day or other agreed upon time frame. **45 CFR 164.308; 164.514(d)**

(X) CONTRACTOR will make available to HHS any information HHS requires to fulfill HHS's obligations to provide access to, or copies of, PHI in accordance with HIPAA and other applicable laws and regulations relating to Confidential Information. CONTRACTOR will provide such information in a time and manner reasonably agreed upon or as designated by the Secretary, or other federal or state law. **45 CFR 164.504(e)(2)(i)(I)**

(Y) CONTRACTOR will only conduct secure transmissions of Confidential Information whether in paper, oral or electronic form. A secure transmission of electronic Confidential Information *in motion* includes secure File Transfer Protocol (SFTP) or Encryption at an appropriate level or otherwise protected as required by rule, regulation or law. HHS Confidential Information at rest requires Encryption unless there is adequate administrative, technical, and physical security, or as otherwise protected as required by rule, regulation or law. All electronic data transfer and communications of Confidential Information will be through secure systems. Proof of system, media or device security and/or Encryption must be produced to HHS no later than 48 hours after HHS's written request in response to a compliance



investigation, audit or the Discovery of an Event or Breach. Otherwise, requested production of such proof will be made as agreed upon by the parties. De-identification of HHS Confidential Information is a means of security. With respect to de-identification of PHI, "secure" means de-identified according to HIPAA Privacy standards and regulatory guidance. **45 CFR 164.312; 164.530(d)**

(Z) CONTRACTOR will comply with the following laws and standards *if applicable to the type of Confidential Information and Contractor's Authorized Purpose*:

- Title 1, Part 10, Chapter 202, Subchapter B, Texas Administrative Code;
- The Privacy Act of 1974;
- OMB Memorandum 07-16;
- The Federal Information Security Management Act of 2002 (FISMA);
- The Health Insurance Portability and Accountability Act of 1996 (HIPAA) as defined in the DUA;
- Internal Revenue Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies;
- National Institute of Standards and Technology (NIST) Special Publication 800-66 Revision 1 – An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule;
- NIST Special Publications 800-53 and 800-53A – Recommended Security Controls for Federal Information Systems and Organizations, as currently revised;
- NIST Special Publication 800-47 – Security Guide for Interconnecting Information Technology Systems;
- NIST Special Publication 800-88, Guidelines for Media Sanitization;
- NIST Special Publication 800-111, Guide to Storage of Encryption Technologies for End User Devices containing PHI; and
- Any other State or Federal law, regulation, or administrative rule relating to the specific HHS program area that CONTRACTOR supports on behalf of HHS.

#### **ARTICLE 4. BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS**

##### **Section 4.01. Breach or Event Notification to HHS. 45 CFR 164.400-414**

(A) CONTRACTOR will cooperate fully with HHS in investigating, mitigating to the extent practicable and issuing notifications directed by HHS, for any Event or Breach of Confidential Information to the extent and in the manner determined by HHS.

(B) CONTRACTOR'S obligation begins at the Discovery of an Event or Breach and continues as long as related activity continues, until all effects of the Event are mitigated to HHS's satisfaction (the "incident response period"). **45 CFR 164.404**

(C) Breach Notice:

1. Initial Notice.

a. For federal information, including without limitation, Federal Tax Information, Social Security Administration Data, and Medicaid Client Information, within the first, consecutive clock hour of Discovery, and for all other types of Confidential Information not more than 24 hours after

Discovery, or in a timeframe otherwise approved by HHS in writing, initially report to HHS's Privacy and Security Officers via email at: [privacy@HHSC.state.tx.us](mailto:privacy@HHSC.state.tx.us) and to the HHS division responsible for this DUA; and **IRS Publication 1075; Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a; OMB Memorandum 07-16 as cited in HHSC-CMS Contracts for information exchange.**

b. Report all information reasonably available to CONTRACTOR about the Event or Breach of the privacy or security of Confidential Information. **45 CFR 164.410**

c. Name, and provide contact information to HHS for, CONTRACTOR's single point of contact who will communicate with HHS both on and off business hours during the incident response period.

2. 48-Hour Formal Notice. No later than 48 consecutive clock hours after Discovery, or a time within which Discovery reasonably should have been made by CONTRACTOR of an Event or Breach of Confidential Information, **provide** formal notification to the State, including all reasonably available information about the Event or Breach, and CONTRACTOR's investigation, including without limitation and to the extent available: **For (a) - (m) below: 45 CFR 164.400-414**

a. The date the Event or Breach occurred;

b. The date of CONTRACTOR's and, if applicable, Subcontractor's Discovery;

c. A brief description of the Event or Breach; including how it occurred and who is responsible (or hypotheses, if not yet determined);

d. A brief description of CONTRACTOR's investigation and the status of the investigation;

e. A description of the types and amount of Confidential Information involved;

f. Identification of and number of all Individuals reasonably believed to be affected, including first and last name of the individual and if applicable the, Legally authorized representative, last known address, age, telephone number, and email address if it is a preferred contact method, to the extent known or can be reasonably determined by CONTRACTOR at that time;

g. CONTRACTOR's initial risk assessment of the Event or Breach demonstrating whether individual or other notices are required by applicable law or this DUA for HHS approval, including an analysis of whether there is a low probability of compromise of the Confidential Information or whether any legal exceptions to notification apply;

h. CONTRACTOR's recommendation for HHS's approval as to the steps Individuals and/or CONTRACTOR on behalf of Individuals, should take to protect the Individuals from potential harm, including without limitation CONTRACTOR's provision of notifications, credit protection, claims monitoring, and any specific protections for a Legally Authorized Representative to take on behalf of an Individual with special capacity or circumstances;

i. The steps CONTRACTOR has taken to mitigate the harm or potential harm caused (including without limitation the provision of sufficient resources to mitigate);

j. The steps CONTRACTOR has taken, or will take, to prevent or reduce the likelihood of recurrence of a similar Event or Breach;

k. Identify, describe or estimate of the Persons, Workforce, Subcontractor, or Individuals and any law enforcement that may be involved in the Event or Breach;

l. A reasonable schedule for CONTRACTOR to provide regular updates to the foregoing in the future for response to the Event or Breach, but no less than every three (3) business days or as

otherwise directed by HHS, including information about risk estimations, reporting, notification, if any, mitigation, corrective action, root cause analysis and when such activities are expected to be completed; and

m. Any reasonably available, pertinent information, documents or reports related to an Event or Breach that HHS requests following Discovery.

**Section 4.02** ***Investigation, Response and Mitigation. For A-F below: 45 CFR 164.308, 310 and 312; 164.530***

(A) CONTRACTOR will immediately conduct a full and complete investigation, respond to the Event or Breach, commit necessary and appropriate staff and resources to expeditiously respond, and report as required to and by HHS for incident response purposes and for purposes of HHS's compliance with report and notification requirements, to the satisfaction of HHS.

(B) CONTRACTOR will complete or participate in a risk assessment as directed by HHS following an Event or Breach, and provide the final assessment, corrective actions and mitigations to HHS for review and approval.

(C) CONTRACTOR will fully cooperate with HHS to respond to inquiries and/or proceedings by state and federal authorities, Persons and/or Individuals about the Event or Breach.

(D) CONTRACTOR will fully cooperate with HHS's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such Event or Breach, or to recover or protect any Confidential Information, including complying with reasonable corrective action or measures, as specified by HHS in a Corrective Action Plan if directed by HHS under the Base Contract.

**Section 4.03** ***Breach Notification to Individuals and Reporting to Authorities. Tex. Bus. & Comm. Code §521.053; 45 CFR 164.404 (Individuals), 164.406 (Media); 164.408 (Authorities)***

(A) HHS may direct CONTRACTOR to provide Breach notification to Individuals, regulators or third-parties, as specified by HHS following a Breach.

(B) CONTRACTOR must obtain HHS's prior written approval of the time, manner and content of any notification to Individuals, regulators or third-parties, or any notice required by other state or federal authorities. Notice letters will be in CONTRACTOR's name and on CONTRACTOR's letterhead, unless otherwise directed by HHS, and will contain contact information, including the name and title of CONTRACTOR's representative, an email address and a toll-free telephone number, for the Individual to obtain additional information.

(C) CONTRACTOR will provide HHS with copies of distributed and approved communications.

(D) CONTRACTOR will have the burden of demonstrating to the satisfaction of HHS that any notification required by HHS was timely made. If there are delays outside of CONTRACTOR's control, CONTRACTOR will provide written documentation of the reasons for the delay.

(E) If HHS delegates notice requirements to CONTRACTOR, HHS shall, in the time and manner reasonably requested by CONTRACTOR, cooperate and assist with CONTRACTOR's information requests in order to make such notifications and reports.

## **ARTICLE 5. SCOPE OF WORK**

Scope of Work means the services and deliverables to be performed or provided by CONTRACTOR, or on behalf of CONTRACTOR by its Subcontractors or agents for HHS that are described in detail in the Base Contract. The Scope of Work, including any future amendments thereto, is incorporated by reference in this DUA as if set out word-for-word herein.

## **ARTICLE 6. GENERAL PROVISIONS**

### **Section 6.01 *Ownership of Confidential Information***

CONTRACTOR acknowledges and agrees that the Confidential Information is and will remain the property of HHS. CONTRACTOR agrees it acquires no title or rights to the Confidential Information.

### **Section 6.02 *HHS Commitment and Obligations***

HHS will not request CONTRACTOR to create, maintain, transmit, use or disclose PHI in any manner that would not be permissible under applicable law if done by HHS.

### **Section 6.03 *HHS Right to Inspection***

At any time upon reasonable notice to CONTRACTOR, or if HHS determines that CONTRACTOR has violated this DUA, HHS, directly or through its agent, will have the right to inspect the facilities, systems, books and records of CONTRACTOR to monitor compliance with this DUA. For purposes of this subsection, HHS's agent(s) include, without limitation, the HHS Office of the Inspector General or the Office of the Attorney General of Texas, outside consultants or legal counsel or other designee.

### **Section 6.04 *Term; Termination of DUA; Survival***

This DUA will be effective on the date on which CONTRACTOR executes the DUA, and will terminate upon termination of the Base Contract and as set forth herein. If the Base Contract is extended or amended, this DUA is updated automatically concurrent with such extension or amendment.

(A) HHS may immediately terminate this DUA and Base Contract upon a material violation of this DUA.

(B) Termination or Expiration of this DUA will not relieve CONTRACTOR of its obligation to return or Destroy the Confidential Information as set forth in this DUA and to continue to safeguard the Confidential Information until such time as determined by HHS.

(D) If HHS determines that CONTRACTOR has violated a material term of this DUA; HHS may in its sole discretion:

1. Exercise any of its rights including but not limited to reports, access and inspection under this DUA and/or the Base Contract; or
2. Require CONTRACTOR to submit to a corrective action plan, including a plan for monitoring and plan for reporting, as HHS may determine necessary to maintain compliance with this DUA; or
3. Provide CONTRACTOR with a reasonable period to cure the violation as determined by HHS; or
4. Terminate the DUA and Base Contract immediately, and seek relief in a court of competent jurisdiction in Travis County, Texas.

Before exercising any of these options, HHS will provide written notice to CONTRACTOR describing the violation and the action it intends to take.

(E) If neither termination nor cure is feasible, HHS shall report the violation to the Secretary.

(F) The duties of CONTRACTOR or its Subcontractor under this DUA survive the expiration or termination of this DUA until all the Confidential Information is Destroyed or returned to HHS, as required by this DUA.

**Section 6.05    *Governing Law, Venue and Litigation***

(A) The validity, construction and performance of this DUA and the legal relations among the Parties to this DUA will be governed by and construed in accordance with the laws of the State of Texas.

(B) The Parties agree that the courts of Travis County, Texas, will be the exclusive venue for any litigation, special proceeding or other proceeding as between the parties that may be brought, or arise out of, or in connection with, or by reason of this DUA.

**Section 6.06    *Injunctive Relief***

(A) CONTRACTOR acknowledges and agrees that HHS may suffer irreparable injury if CONTRACTOR or its Subcontractor fails to comply with any of the terms of this DUA with respect to the Confidential Information or a provision of HIPAA or other laws or regulations applicable to Confidential Information.

(B) CONTRACTOR further agrees that monetary damages may be inadequate to compensate HHS for CONTRACTOR's or its Subcontractor's failure to comply. Accordingly, CONTRACTOR agrees that HHS will, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive relief without posting a bond and without the necessity of demonstrating actual damages, to enforce the terms of this DUA.

**Section 6.07    *Indemnification***

CONTRACTOR will indemnify, defend and hold harmless HHS and its respective Executive Commissioner, employees, Subcontractors, agents (including other state agencies acting on behalf of HHS) or other members of its Workforce (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this DUA or from any acts or omissions related to this DUA by CONTRACTOR or its employees, directors, officers, Subcontractors, or agents or other members of its Workforce. The duty to indemnify, defend and hold harmless is independent of the duty to insure and continues to apply even in the event insurance coverage required, if any, in the DUA or Base Contract is denied, or coverage rights are reserved by any insurance carrier. Upon demand, CONTRACTOR will reimburse HHS for any and all losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party to the extent caused by and which results from the CONTRACTOR's failure to meet any of its obligations under this DUA. CONTRACTOR's obligation to defend, indemnify and hold harmless any Indemnified Party will survive the expiration or termination of this DUA.

**Section 6.08    *Insurance***

(A) In addition to any insurance required in the Base Contract, at HHS's option, HHS may require CONTRACTOR to maintain, at its expense, the special and/or custom first- and third-party

insurance coverages, including without limitation data breach, cyber liability, crime theft and notification expense coverages, with policy limits sufficient to cover any liability arising under this DUA, naming the State of Texas, acting through HHS, as an additional named insured and loss payee, with primary and non-contributory status, with required insurance coverage, by the Effective Date, or as required by HHS.

(B) CONTRACTOR will provide HHS with written proof that required insurance coverage is in effect, at the request of HHS.

**Section 6.09    *Fees and Costs***

Except as otherwise specified in this DUA or the Base Contract, including but not limited to requirements to insure and/or indemnify HHS, if any legal action or other proceeding is brought for the enforcement of this DUA, or because of an alleged dispute, contract violation, Event, Breach, default, misrepresentation, or injunctive action, in connection with any of the provisions of this DUA, each party will bear their own legal expenses and the other cost incurred in that action or proceeding.

**Section 6.10    *Entirety of the Contract***

This Data Use Agreement is incorporated by reference into the Base Contract and, together with the Base Contract, constitutes the entire agreement between the parties. No change, waiver, or discharge of obligations arising under those documents will be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be enforced.

**Section 6.11    *Automatic Amendment and Interpretation***

Upon the effective date of any amendment or issuance of additional regulations to HIPAA, or any other law applicable to Confidential Information, this DUA will automatically be amended so that the obligations imposed on HHS and/or CONTRACTOR remain in compliance with such requirements. Any ambiguity in this DUA will be resolved in favor of a meaning that permits HHS and CONTRACTOR to comply with HIPAA or any other law applicable to Confidential Information.

**ATTACHMENT 1. SUBCONTRACTOR AGREEMENT FORM**  
**HHS CONTRACT NUMBER \_\_\_\_\_**

The DUA between HHS and CONTRACTOR establishes the permitted and required uses and disclosures of Confidential Information by CONTRACTOR.

CONTRACTOR has subcontracted with \_\_\_\_\_  
(SUBCONTRACTOR) for performance of duties on behalf of CONTRACTOR which are subject to the DUA. SUBCONTRACTOR acknowledges, understands and agrees to be bound by the identical terms and conditions applicable to CONTRACTOR under the DUA, incorporated by reference in this Agreement, with respect to HHS Confidential Information. CONTRACTOR and SUBCONTRACTOR agree that HHS is a third-party beneficiary to applicable provisions of the subcontract.

HHS has the right but not the obligation to review or approve the terms and conditions of the subcontract by virtue of this Subcontractor Agreement Form.

CONTRACTOR and SUBCONTRACTOR assure HHS that any Breach or Event as defined by the DUA that SUBCONTRACTOR Discovers will be reported to HHS by CONTRACTOR in the time, manner and content required by the DUA.

If CONTRACTOR knows or should have known in the exercise of reasonable diligence of a pattern of activity or practice by SUBCONTRACTOR that constitutes a material breach or violation of the DUA or the SUBCONTRACTOR's obligations CONTRACTOR will:

1. Take reasonable steps to cure the violation or end the violation, as applicable;
2. If the steps are unsuccessful, terminate the contract or arrangement with SUBCONTRACTOR, if feasible;
3. Notify HHS immediately upon reasonably discovery of the pattern of activity or practice of SUBCONTRACTOR that constitutes a material breach or violation of the DUA and keep HHS reasonably and regularly informed about steps CONTRACTOR is taking to cure or end the violation or terminate SUBCONTRACTOR's contract or arrangement.

**This Subcontractor Agreement Form is executed by the parties in their capacities indicated below.**

**CONTRACTOR**

**SUBCONTRACTOR**

**BY:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE** \_\_\_\_\_, **201** .

**DATE:** \_\_\_\_\_